

BOARD OF SUPERVISORS

Brown County

305 E. WALNUT STREET
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PLAN, DEV. & TRANS. COMMITTEE

Bernie Erickson, Chair
Dave Kaster, Vice Chair
Norbert Dantine, Jr., Dave Landwehr, Tom Sieber

PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE

Monday, July 25, 2016

Approx. 6:15 PM (Or to follow Land Con)

*Room 114, UW Extension
1150 Bellevue Street

NOTICE IS HEREBY GIVEN THAT THE COMMITTEE MAY TAKE ACTION ON
ANY ITEMS LISTED ON THE AGENDA

***NOTE MEETING LOCATION – ROOM #**

****REVISED****

- I. Call Meeting to Order.
 - II. Approve/Modify Agenda.
 - III. Approve/Modify Minutes of June 27, 2016.
-
1. Review minutes of: (None)

Comments from the Public

Communications

2. Communication from Supervisor Schadewald re: This communication is my request that the annual payment from Duke Energy for the Shirley Wind Project be placed in segregated fund in the 2017 budget under the Health Dept. for use in a study of health effects of wind turbines on residents of Brown County. *Referred from July County Board.*
3. Communication from Supervisor Erickson re: Look into the possible purchase of the property located on the Fox River at Broadway and West Mason Street to be used as port expansion that adds to the economy of Greater Green Bay and Brown County. *Held for 90 days.*
4. Communication from Supervisor Sieber re: To conduct a drainage study along County Highway A and I. *Referred from July County Board.*

UW-Extension

5. Budget Status Financial Report for May 2016.
6. Budget Adjustment Request (16-56): Any increase in expenses with an offsetting increase in revenue.
7. Director's Report.

Register of Deeds

8. Budget Status Financial Report for June 2016.
9. Departmental Openings Summary.

Port & Resource Recovery

10. 2017 Capital Improvements Program – Non Bonding Requests.
11. Cat Island Legal Opinion Regarding Corps Final Accounting.
12. Port Budget Status Financial Performance Report 2nd Qtr.
13. Resource Recovery Budget Status Financial Performance Report 2nd Qtr.
14. Director's Report.

Airport

15. 2017 Capital Improvements Program – Non Bonding Requests.
16. RFP for ARFF and Armed Security Services (Attachment forthcoming- also see below)
17. Budget Status Financial Report for June 2016.
18. Departmental Opening Summary.
19. Director's Report

Referral from July County Board

20. An Ordinance to Amend Sections 4.49 and 4.57 of the Brown County Code of Ordinances Entitled, Respectively, as "Extra Pay" and "Policy".

Planning and Land Services

Land Information – No agenda items.

Planning Commission

21. Update regarding development of the Brown County Farm property – standing item.
22. Departmental Opening Summary.
23. Capital Improvement Plan: 2017 Land Information/Tax Collection System.
24. Request for Approval to publish RFP for Project 2087: Land Information/Tax Collection System.
25. Budget Status Financial Report for June 2016 (Unaudited).

Property Listing

26. Budget Status Financial Report for June 2016 (Unaudited).

Zoning

27. Budget Status Financial Report for June 2016 (Unaudited).

Public Works

28. Summary of Operations.
29. Director's Report.
30. 2017 Executive Bonding Proposal and Capital Improvements Program – Non Bonding Requests.
31. Report & Discussion re: Housekeeper Turnover - Department Vacancies Report as of June 2016.
32. Resolution to Approval a Jurisdictional Transfer Agreement between the Wisconsin Department of Transportation and Brown County for CTH Y as part of the STH 29/STH 156 Intersection Improvement Project.
33. Bid recommendation and approval for Bid Project #2079 – Northern Building Boiler Replacement.
34. Budget Adjustment Request (16-69): Any allocation from a department's fund balance.
35. An Ordinance creating Section 6.14 of the Brown County Code entitled, "County Trunk Highway Maintenance and Improvements."
- 35a. An Ordinance creating Section 4.57(5) of the Brown County Code entitled "Overtime Compensation for Non-Exempt Employees of the Airport & Highway Department.

Other

36. Audit of bills.
37. Such other matters as authorized by law.
38. Adjourn.

Bernie Erickson, Chair

Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

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ADDITION TO PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE

Monday, July 25, 2016 @ 6:15 pm, Room 114, UW Extension, 1150 Bellevue Street, Green Bay, WI

Public Works

#35a An Ordinance creating Section 4.57(5) of the Brown County Code entitled, "Overtime Compensation for Non-Exempt Employees of the Airport & Highway Department."

News media notified by email/fax (7/22/2016).

Planning, Development and Transportation Committee and Board of Supervisors notified by e-mail (7/22/2016) and placed on desks (7/25/2016).

**PROCEEDINGS OF THE BROWN COUNTY
PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE**

Pursuant to Section 19.84 Wis. Stats., a regular meeting of the **Brown County Planning, Development & Transportation Committee** was held on Monday, June 27, 2016 in Room 161, UW Extension, 1150 Bellevue Street

Present: Supervisors Bernie Erickson, Dave Kaster, Dave Landwehr, Tom Sieber, Norbert Dantine
Also Present: Supervisor Nicholson, Paul Fontecchio, Nick Uitenbroek, Tom Miller, Dan Process,
David Maccoux, news media and other interested parties.

**Audio of the meeting is available by contacting the County Board office (920) 448-4015.*

I. Call Meeting to Order.

The meeting was called to order by Supervisor Erickson at 6:10 p.m.

II. Approve/Modify Agenda.

Motion made by Supervisor Kaster, seconded by Supervisor Dantine to approve with the amendment to delete Item #9. Vote taken. MOTION CARRIED UNANIMOUSLY

III. Approve/Modify Minutes of May 23, 2016 and June 15, 2016.

Motion made by Supervisor Sieber, seconded by Supervisor Landwehr to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

1. Review minutes of:

- a. **Planning Commission Board of Directors (April 6, 2016).**

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to suspend the rules to take Items 1a through 9 together. Vote taken. MOTION CARRIED UNANIMOUSLY

- b. **Revolving Loan Fund Committee (November 19, 2014).**
c. **Solid Waste Board (March 28, 2016).**
d. **Transportation Coordinating Committee (December 7, 2015).**

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file Items 1a through d. Vote taken. MOTION CARRIED UNANIMOUSLY

Comments from the Public None.

Communications

- 2. Communication from Supervisor Nicholson re: Requesting a No Parking sign from here to corner at 2545 Manitowoc Road. *Referred from June County Board.***

Although shown in proper format here, this Item was suggested during discussion for Item 16 to be taken under Item 24: Such other matters as authorized by law.

Supervisor Nicholson presented the committee with several handouts (attached). He informed the main issue was the high volume of traffic and speeding on Manitowoc Road as well as a new issue regarding 'no parking from here to corner' from the neighbors across. The original request was from Scott Van Ess at 2544 Manitowoc Road. This information had also gone to the Village of Bellevue. Nicholson informed this was a Bellevue matter; he had spoken with former Corporation Counsel Juliana Ruenzel to see if the county could intervene and post a sign and was informed they could not as it was a Village of Bellevue issue. He asked Kaster if this could be brought before a Village

of Bellevue meeting; Kaster informed that they had asked Mr. Van Ess to attend a meeting to explain better and he didn't show up. Nicholson responded that that was true and the reason was he felt he shouldn't show up was that Nicholson was his representative and he wanted him to represent him at the county level as well as the city, which he would also be doing. One of the issues was Wertels Tap was in Bellevue, Van Ess was in the City of Green Bay. Nicholson understood it wasn't a county issue and he had explained that to Mr. Van Ess; he understood the county couldn't do anything and Bellevue wasn't going to address it because they didn't see it as an issue. Kaster interjected that the Public Works Director went out there a couple times, looked around and studied it; there were no accidents, etc. One of the items Nicholson submitted for the record was a letter from Mr. Van Ess that included signatures of witnesses and friends that had visited and saw issues trying to back out of the driveway onto Manitowoc Road.

**Motion made by Supervisor Kaster, seconded by Supervisor Landwehr to receive and place on file. Vote taken.
MOTION CARRIED UNANIMOUSLY**

Internal Auditor

3. Presentation of the Asphalt Plant Analysis by David Maccoux, Schenck, SC.

Schenck CPA David Maccoux referred to the draft copy of their analysis that was located in the agenda packet material and briefly went through what they did in terms of completing an analysis of Brown County's asphalt plant operations to evaluate the County's reported 2015 asphalt production costs, including a comparison to surrounding Wisconsin counties, along with other observations and entertained questions from committee members.

Responding to Kaster, Maccoux stated that with regard to the increase of \$76,000 that was imbedded into the improvements on the property there were land improvements related to some of the ramping of the blacktop, some of those costs, from a standard perspective, the county did depreciate those and they just used what the county used as a depreciation life, which was a pretty aggressive depreciation life because of the fact of the timeframes. Under a county you can't value the future value of the improvements, you can only depreciate them and the value in the future may be different than the cost basis. Over time, you don't account for improvements at fair value, you account for what it costs you to construct them and depreciate it as if you would have to replace it at some point in time.

Landwehr stated there was testimony stating that some of the setup costs associated with this were shifted to other items in order to keep the cost of this lower and questioned if there were any corrections made to the numbers received? Maccoux responded that they did look at a lot of those costs in 2014 and they related to the production. Landwehr questioned if things that were billed to other machinery that later they had to correct? Maccoux stated that as they looked at it they didn't view any significant impacts on the rate that they would have in 2015. Landwehr questioned what the average over a multiple of year period, average tons of asphalts a year that they use? Fontecchio agreed the ballpark was 65,000. Landwehr continued, basing that on the amount of what they would use in an average year and in looking at a payback period for the investment, he was coming up with a number significantly over 10. The only thing they could base the payback period on was what they were paying per ton for making it. Their costs associated with if for what the average was for buying it. If the difference was \$2.50 approximately per ton, what was the payback period on the \$2.8 million? Maccoux responded that given from a perspective of recovering that cost, it was embedded within the cost so anything they were producing at a cost less than what they could potentially purchase of that was payback. Landwehr felt they wouldn't do this if they were only saving \$.50 a ton, it wouldn't be worth spending all that money. Maccoux stated that you would always recover that investment through the depreciation chart. Landwehr responded that any investment they would look at over a number of years to figure out if it was a good investment or not so they should be able to look at the numbers they had and say and questioned what the payback period was. Landwehr's calculations came out to 17 years. He questioned if a 17 year payback was a good investment? Maccoux stated that part of the dilemma on the payback was they were not factoring the fact that they were recovering the costs through depreciation. The investment comes back and the return on the investment came back because they recover all the costs or a substantial portion of the cost through depreciation. The profit shown was only on the machinery cost pool and did not profit on the asphalt plant. By utilizing the equipment even though there was a downfall on the revenue they still generated a fair return on the equipment. That was designed to show that had there been some amounts of the machinery not being coded and not being used they would see variations in the machinery costs. Further discussions ensued with regard to what they were looking at, asphalt production and/or production time.

Sieber questioned the average life expectancy of an asphalt plant; Fontecchio responded that it really varied, they were like a commercial plant going everyday hard and they could last a long time. Sieber questioned if they expected to get 25 years out of the asphalt plant, Fontecchio responded, yes. Sieber questioned if Maccoux was satisfied with the information and numbers out of Public Works and was given everything that he had asked for, without trying to hide anything. Maccoux responded that they had given him everything, there was a lot of data they looked at and they were able to analyze, sort, manipulate so they could see pages of pages of activity on the production side tied into the records that they had of the county's general ledger account. Everything did integrate in and worked together so they were able to verify that the system for the county tied to the county's general ledger and therefore accurate.

Landwehr appreciated them taking this on, knowing this was contentious item to begin with and rushed through years ago and contentious ever since. It was nice to be able to put a dollar number to it now, what that number is and what that savings was. He believed that when this was originally sold to the county it was going to be a \$10 plus dollar a ton savings. For those of them who tried to slow it down or stop it at that point unsuccessfully, it backed them up a little that they were right in at least in questioning the scenario.

Airport

4. **Director's Report.**

Airport Director Tom Miller provided handouts (attached).

With regard to the Budget Status Financial Report for May 2016, comparing to 2015 Miller informed they were virtually in the same financial position they were a year ago as far as revenue verses budget. He was very comfortable with the numbers they had presented and believed by year end they would be very close or right at budget for the 2016 calendar year.

As for Departmental Opening Summary, there were no vacancies at this time. A third handout reflected Employee's working over 12 hours in a 24 hour period report for April 2016.

Miller spoke to a letter regarding the mobile TSA Pre-check application center to open at Austin Straubel International Airport.

The Wisconsin LSU game is being played on September 3rd, presently they will have four charter operations bringing fans into town on September 1st. Delta has added a non-stop flight from New Orleans to Green Bay on Friday the 2nd and on Sunday when everybody is trying to leave, virtually all the flights have been up gauged to larger equipment and the charters will all depart. Should be an exciting week, they were also expecting a large amount of corporate aircraft to fly in for the event.

The new customs facility opened on June 6, 2016. Three/four aircrafts are clearing a day. The customs Port Director indicated they were getting a significant influx of new first time aircraft that had never been to Green Bay before are clearing customs. He was very excited about the amount of activity and hoped it continues.

Partial taxiway rehabilitation project that started in May of this year was virtually complete; contractor says it should be open by the end of the week. A \$2 million dollar project, 90% of the funds were provided by the FAA, 5% by the state and 5% came out of their budget.

Work on the West Ramp, west of the North South runways expected to start in the fall, they do not expect to complete the work, they will probably do the excavation and put in the gravel and let it sit for the winter before they pave next spring.

Lastly, sometime in Mid-July Air Wisconsin will cease to be the ground handler for United Express going to Chicago, United Ground Express which was a wholly owned subsidiary of United Airlines will be handling the United Aircraft at Austin Straubel. Ever since Air Wisconsin went and provided the regional air service for US Airways they had provided

the ground handling service at Green Bay and at a number of other airports, or they used to, but for whatever reason United had chosen to have their own subsidiary handle the United flights at Green Bay. Air Wisconsin was still flying airplanes for other companies as their regional partner and I would expect that they would do ground handling for their own aircraft in these other cities.

Motion made by Supervisor Sieber, seconded by Supervisor Dantinne to receive and place on file. Vote taken.
MOTION CARRIED UNANIMOUSLY

UW-Extension

5. **Budget Adjustment Request (16-51): Any increase in expenses with an offsetting increase in revenue – UW-Ext has received funding from Sanimax to offset costs of Breakfast on the Farm.**

UW-Extension has received funding from Sanimax to offset costs of Breakfast on the Farm. Budget impact \$2,000.

Motion made by Supervisor Dantinne, seconded by Supervisor Landwehr to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

6. **Director's Report.** No report, no action needed.

Register of Deeds

7. **Budget Status Financial Report for May 2016.**

Motion made by Supervisor Landwehr, seconded by Supervisor Sieber to receive and place on file. Vote taken.
MOTION CARRIED UNANIMOUSLY

8. **Departmental Openings Summary.**

There was currently a Vital Records Specialist position that was vacated on June 6, 2016 due to a transfer within the office that was requested to fill.

Motion made by Supervisor Sieber, seconded by Supervisor Landwehr to receive and place on file. Vote taken.
MOTION CARRIED UNANIMOUSLY

Port & Resource Recovery

9. ~~**Budget Adjustment Request (16-37): Any allocation from department's fund balance.**~~

Planning and Land Services

Land Information – No agenda items.

Planning Commission

10. **Update regarding development of the Brown County Farm property – standing item. Nothing new to report.**
11. **Budget Status Financial Report for May 2016 (unaudited).**

Property Listing

12. **Budget Status Financial Report for May 2016 (unaudited).**

Zoning

13. **Budget Status Financial Report for May 2016 (unaudited).**

Planning Director Chuck Lamine informed that their departments, their revenues were exceeding expenditures and they were on target within their budgets and looking good.

Motion made by Supervisor, seconded by Supervisor to receive and place on file Items 11, 12 and 13. Vote taken.
MOTION CARRIED UNANIMOUSLY

Public Works

14. Summary of Operations.

Public Works Director Paul Fontecchio spoke to his reports located in the agenda packet material. Overall they were doing pretty well.

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file. Vote taken.
MOTION CARRIED UNANIMOUSLY

15. Director's Report.

Fontecchio briefly spoke to the Snow Plow Route Optimization, their current projects (CTH D, F, A T, state work, and CTH D), twelve-hour days and staffing report located in the agenda packet material under his Director's Report.

He noted that Tuesday, June 28th at 3pm they are having their business meeting for the Velp Avenue Project. DOT says August 8th is their date, weather permitting, that they will close the Velp Avenue interchange for 60 days and while that is going on, from there out to Glendale, Public Works will also be doing work to capitalize on that closure. That way, businesses along there aren't being hit twice as long. They had a lot of concrete repair going on, closing the two lanes and work on those two lanes while having traffic in the other two. They invited all the businesses along that route to give them a heads up. They anticipate some of the preliminary work will start the week of July 11th.

Motion made by Supervisor Landwehr, seconded by Supervisor Sieber to receive and place on file. Vote taken.
MOTION CARRIED UNANIMOUSLY

16. Discussion and possible action regarding the May 23, 2016 PD&T communication from Supervisor Dantine (Have the Highway Committee review the work weeks, overtime pay, and holiday pay for Highway Department employees).

Fontecchio informed that he included a report in the agenda packet; it showed what they did in terms of policies and their work practice. One thing he didn't have done in time was the overtime scenarios that they had requested, however it was completed today at 2pm (handout provided re: Overtime Scenarios, attached). It was a way bigger effort because they were talking about an incremental difference between the overtime they pay now versus some of the scenarios and changes to the overtime and Kronos, their computer program doesn't do that so they had to enter every timesheet for 2015 in by hand on a giant spreadsheet, they were working around the clock. Fontecchio briefly went through the three scenarios using 2015 data handout with the committee.

Supervisor Sieber felt it was a complex issue and would like to have some questions answered by anyone from Human Resources, such as if anything was contradictory to Chapter 4. Weininger informed it was his understanding that HR was going to send a letter as there was a conflict and they were unable to attend.

Erickson provided information to the committee with regard to Racine County and informed that they had the same rules Brown County did. Then they took it one step further calling it Overtime Compensation Special Rules, this applied to their Public Works Department. Nonexempt public works and development service employees who are working snow removal operations will receive time and a half overtime pay or compensatory time for hours worked in excess of eight hours per day or in excess of 40 hours per week or time otherwise worked outside of regular assigned hours. This was pretty close to the ideas of Fontecchio's 1 and 3 scenarios, dollar wise and everything. Weininger informed they would need to amend Chapter 4.

Before opening the floor to allow interested parties to speak Chairman Erickson suggested taking up Item 2 under Item 24 as Supervisor Nicholson was now present – Although it was suggested that this Item be taken under Item 24, the transcription is under the original item, Item 2.

Motion made by Supervisor Kaster, seconded by Supervisor Dantine to amend the agenda to take Item 2 under Item 24 at this time. Vote taken. MOTION CARRIED UNANIMOUSLY

Motion made by Supervisor Landwehr, seconded by Supervisor Kaster to open the floor to allow interested parties to speak. Vote taken. MOTION CARRIED UNANIMOUSLY

Scott Sequin – Highway Department

Sequin felt if they looked at this, this would be great but felt it should be a year-round thing to include their hours in the summer and winter. Erickson interjected that they would have to change the entire Chapter 4 in the whole county. The first thing that they had been approached with was because of snowplowing issues and that's what they were trying to look at. They will have to go back exactly the way they were which wasn't necessarily a bad thing but this would really have to change everything in the entire county if they went back, they couldn't take one department, they could make a special exception, he thought, for one department, for snowplowing because of that issue. If they turned around and did it for the whole highway, then they had to turn around for the entire county. Sequin informed that the Airport ran similar to them but not every department. He felt it might be easier to make everyone have the same rules as they do because there would be no change. His point was that everyone was trying to be available all the time for whenever they call them and they understand it and they get hired here and they do their best and they can do it but there wasn't much of an incentive to working late. They received a memo today that if they had an emergency call in for sign knock downs, their two-hour emergency call-in was taken from them based on a decision from the Human Resources Department because it wasn't in Chapter 4 and they were pulling it away. They used to always have it but it was taken away with Chapter 4 but then put in by Brent Miller and Bob Bowsley, they made an agreement. Erickson interjected that they took away 3-hours call time and changed it to 2.

Fontecchio informed it was guaranteed overtime for 2 hours no matter how many hours they worked. It was his job to enact and enforce the ordinances passed by the County Board and the ordinance only states 2 hours so he had to put that memo out today, it was not wrong, it does follow Chapter 4. As an employee and he reads Chapter 4, that is like state statute except at the county level and that is county law. Chapter 4.57(4) states that in the event a non-exempt employee is called in outside of the normal scheduled hours, the employee shall be guaranteed a minimum of 2 hours of work. It was a policy of Public Works and was not in Chapter 4 that in addition, Public Works pays 1 and ½ times normal pay for the 2 hours of work for emergency call-ins so they had to change it. Granted if a guy worked his normal 40, it was going to be overtime anyways but if they had a vacation day or holiday, they were going to be working straight-time until they hit 40. Dantine stated that it was a policy and as a board they could set policy. Fontecchio responded that he had to follow the rules that they set, Chapter 4 was the rules that were set right now but if they change it, it was their prerogative. Sieber reiterated that it was a highway policy which was overridden by Chapter 4. Fontecchio believed what was set by Brent Miller may have been more of an agreement and it was the way they were doing it since Act 10. It was the understanding of several in attendance that it may have been a trial and it seemed to work and they never changed it. Fontecchio believed it was a moot point depending on if they took action on some of the other overtime outside of normal work hours.

Erickson remembered talking about this at Executive Committee and setting this up; Kaster felt it was right after Chapter 4. Fontecchio informed he could not find anything in writing.

Andy Sell - Superintendent Highway Department

Sell informed this started while he was in the Sign Shop and it pertained to them directly the most with signs being knocked down and fatality accidents. Act 10 transpired and the union contract was originally 3 hours at time and a half paid. It went from 3 hours to 2 at time and a half. There was a discussion with the union that they were just going to pay their call-in at straight-time. Now this transpired. As a Superintendent, it was going to affect his department greatly, he oversaw the sign shop and majority of the callouts were accidents, stop signs, blowouts. Their goal was to try and get the highways opened up as quickly as possible however it can take over an hour for a responder due to the callout procedure. They were in a big hub now. It all went back to the time and a half call-in. He added, all the runs and stuff that they do, Cellcom, etc. they were working that time for straight time but the county was being charged for that at time and a half to Brown County as a taxpayer because Cellcom was making money on it and they were subsidizing them because of the time and a half at the end of the week. He didn't appreciate that or think it was right, especially for a private funded entity like that because of how the workweek starts and ends. He didn't think the taxpayers would like that especially the inconvenience they have with all the road closure and besides they are paying for it at the end of the week. He believed the guys do deserve the time and a half, 3am calling through the list

of guys because they were trying to get someone in to do a stop sign. It would be a big morale help if they would consider this, he knew there were implications with other departments but felt there weren't other departments getting called in in the middle of the night. He felt it was pretty hard to run all the county departments under one set of rules with Chapter 4; every department was different.

Tim Oettinger – Highway

Oettinger added on to Sells comments about the hour and a half response time, in a perfect world everyone would live a half mile from the shop but it don't work that way. That perception of taking an hour and a half was due to where staff lived. With regard to the memo, it seemed as though someone was trying to lynch the guys at the shop. They were not asking for the world, just to be fair. Everyone wants to bring up the private sector he'd guarantee if a guy was getting up at 2am to run and do something, they were not going to pay them \$48 to do that sign. They had a bunch of guys that would give their 'left arm' and it was every week they get something taken away, it was getting ridiculous. Some guys had a long time to go and they were good guys, they would hate to see them leave. Everyone was fed up with the memos and asked for some good news.

It was money, they got it but it wasn't much, their payback and morale and wiliness to do whatever it took.

Steve Sweemer – Highway Department

Sweemer questioned if the revenue was more than the cost, why wouldn't they do this? Fontecchio responded the tricky part was where does the revenue come from? It's like you are taking money from your savings account to cover your checking account because a lot of that money, except for the state line, was county money from another fund. Landwehr added that even the state line, it was all tax money and they were paying it, it was just paid through the state.

Jamie VandeHei – Public Works

If they just did it in the wintertime, they would be grateful but they had holidays in the summer, they go camping, it's nice out and people want to take off. They have their call-ins, windstorms, trees falling down all the time and guys getting out of bed to cut trees down. Who wants to do it on straight time? Their call-in procedure, they start at the top and go down and old guys won't come in for straight time, it's making their job harder since this whole Chapter 4, Act 10 went through. The young guys were going to start not answering their phone, there was no one forcing them and without paying their phone bill they can't tell them to answer their phone. If he was there for his 40 hours a week, he was hired for snow; he will be there for snow but then in the summertime. It came down to forcing new rules. If they could settle on something like this and if it would involve changing Chapter 4, he knew it would be a little work but your morale right here, the guys would come in, their getting paid, compensate. What he was asking was to look at the year-round, not just the winter, every day they were calling people in, accidents on the highways. It'll help everyone's jobs, directors, supervisors and he wouldn't have a problem coming in for \$30 some dollars an hour, he will answer his phone every time it rings and he was sure everyone here would. They had a very good group of guys that were willing to give the shirts off their backs.

Steve Dantoin – Interim Superintendent

Dantoin was the Superintendent on-call when the girl got murdered on Hoffman Road, he called his first two guys from the Sign Department to close the highway down. They sat out there from 3pm until late at night and had to be up at 3am to set up for the Bellin run, he had to call two more guys to take their place. The first call he got a guy to come and replace one, it took 27 more guys to call before he could get that second guy. Everyone he called was up north, out of town, at a wedding; he couldn't get ahold of anybody other than him to pick-up and sit in the truck. With those guys getting called out, it would just be easier if the board and HR would work with the guys more. He liked the idea of trying to make a category alongside Chapter 4 for these guys as a separate entity. Reiterating Sell, they were their own company out there. It would make their job a whole lot easier so they don't have a telephone hanging on their ear all the time. It goes the same way for wintertime, it would be a lot easier calling guys in if this goes through with the winter maintenance.

Mark Sperberg – Highway

Sperberg informed that when they had the old contract, it worked. He had been here for 24 years and he can contest to that. He heard numerous times this year that they went through the list of guys and they can't get guys so they

were going on and above the guys who do show up, they were covering double sections and going on and above to try and help because the system they had wasn't working. There was a lot of negotiating 50-70 years to make the system the way it was and unfortunately it worked really well. He didn't think there were any issues. There were a lot of guys here that had been there for a long time. It was one of the biggest things they were asking, to try and get them back on track. Last month he mentioned the City of Green Bay had gotten back this issue that they were fighting for. The committee informed they knew guys on the City Counsel and questioned if anyone got back to them, did they contact them on how they did it, why they did it, why they gave it back? Erickson stated he would make a note and will call the Public Works Director tomorrow.

Motion made by Supervisor Landwehr, seconded by Supervisor Sieber to return to regular order of business. Vote taken. MOTION CARRIED UNANIMOUSLY

Landwehr informed that last month, there was discussion of starting the workweek on a Monday instead of a Sunday. Fontecchio informed there was some serious overlap once you look into that. If you pay for outside of work hours it doesn't matter. There were many issues with this such as billing. They could address it through the workweek but that was only partial. If they paid the guys overtime outside their regularly scheduled work hours, the billing was fixed. It was a more accurate billing aspect. He looked at a lot of counties online and it was all over the board on what they do. Half was straight-time and the other half, it seemed like anything worked outside their scheduled hours was overtime.

Kaster informed he has been called out at 2 or 3am and had gone out on straight time because his 40 hours hadn't been satisfied yet. If they were charging time and a half but paying out straight time, sounded like a mess to him. He felt they should get a premium for being called in and be guaranteed so much.

A lengthy discussion ensued with how to move forward, such as an ordinance change, as well as how to handle 'scheduled' work outside regularly scheduled hours and if they make a change, which departments it would apply to, such as Public Works and Airport. Landwehr would like to see more number and things from HR. A debate ensued with regard to where the ordinance should go, whether it should go straight to Executive or back to this committee for an adoption. Dantine stated his concerns with it going straight to Executive Committee, Erickson and Kaster agreed. Erickson suggested making two motions.

Motion made by Sieber, seconded by Supervisor Landwehr to change the ordinance to pay the two hours of time and a half for call-ins and that it is retroactive to June 27th. Vote taken. MOTION CARRIED UNANIMOUSLY

Weininger informed they will have to work with Human Resources and Corporation Counsel to write the ordinance change for Executive Committee; he will talk with them tomorrow.

Motion made by Supervisor Sieber, seconded by Supervisor Dantine to draft an ordinance amending Chapter 4 to allow paying for overtime outside regularly scheduled hours with the exception agreed upon between management and staff as counted as normal workweek and bring it back to PD&T next month. Vote taken. Nay: Landwehr. MOTION CARRIED 4 to 1.

17. **Discussion and possible action regarding drone report.**

Erickson informed that Fontecchio scheduled a meeting with Department Heads that would be most connected to the drones and general feeling was a couple drones would very possibly be needed and the Sheriff and Emergency Government would probably work those into their budgets. Between Planning, Land Con, Highway, Parks, Zoo, etc. felt they had uses and they were all going to work together and talk through Fontecchio and see if it's possible to work it into the Public Works budget and go from there.

Landwehr's concern was spending time on this until they can legally fly drones; Erickson informed they could, that was all relaxed and it was for night flying or within five miles from the airport unless notified and a voicemail was more than sufficient. They could be a county operator and take an online course. Landwehr questioned if there were

concerns regarding liability, Weininger responded they will need to get an additional policy but didn't have the number, it was nominal.

No action needed.

18. **An Ordinance creating Section 6.14 of the Brown County Code entitled, "County Trunk Highway Maintenance and Improvements."**

Fontecchio spoke to and went through his correspondence re: Proposed County Ordinance 6.14 located in the agenda packet material. He informed that after their training with the attorney from von Briesen, one fallout was they realized they were doing some things that were not quite right according to Chapter 83. To bring them in line with Chapter 83, there were things that needed to happen. Referring to a previous discussion state statute trumped county ordinance, the County Board couldn't change the state statute. To his knowledge, this 50/50 cost share policy had never been brought to County Board, he had been going by past practice. Over the last few years he had tried to make sure that the cost share policy was uniform so they were applying it uniformly to all the municipalities. Unbeknown to him, the cities were different than the other municipalities. This was policy so he was bringing it to the committee. He liked to start with his baseline being the state statutes and build from there. Ordinance creating section 6.14 of Chapter 6 was provided (attached) in which Fontecchio went through with the committee; he was proposing was following state statute, he was trying to be consistent.

Planning Director Chuck Lamine informed that they just saw this Friday because of the packet and this was a significant policy change for the county and he had a couple concerns. They had plans that they submit to the DNR and the EPA that outline the county's responsibilities. This change has an effect on the MS4 permit process so he felt they needed to talk about that and make sure they've got bases covered on it. In terms of past practice, his handout #3 did identify that the way they were doing those agreements, he didn't know if they were operated properly or not but under Section 83.035, there was a mechanism for doing agreements with municipalities so they were not doing it outside state statutes, they were using a different state statute when doing that process. If they want to change that process, it was a decision they had to make. Some of the concerns he had about the change or a change this of this size, it was significant. Some of the concerns in terms of kind of continuity of design of a corridor on some roadways. The one nice advantage of the agreement process, it enabled collaboration, so they had both the city and county working on coming up with what they wanted it to look like. He felt there were advantages to that. This really says every project the city or the village that it's located in will pay for the large percentage except for the 22' at a reconditioning project cost. One of the perspective of the county highway system was it was a regional perspective. He was concerned that these decisions would get down to each community and they will lose any consistency in terms of a mechanism to get everyone to agree to a design. He was really concerned with the southern arterial bridge; it was discussed for a number of years and as a 50/50 project. It was a significant chance for that project and he wasn't sure if those communities had been contacted yet. From a policy perspective they will have to work through those issues and it would take some discussions.

Fontecchio did not float this by Lamine in Planning and they were not on the same page. He floated this by his boss, the County Executive. In terms of a few points, in terms of continuity, they didn't have continuity now. Every project he had with a different municipality wanted something different. They could try to achieve continuity but between GV9 and GV10 they were not exactly the same, they were similar. There were enough differences that it makes it very difficult. Riverside Drive, a state highway, the DOT was doing. De Pere and Allouez, same project, DOT and there were different roadway sections because the municipalities wanted different roadway sections. Regional perspective with each community, it was very difficult. They had a community like De Pere that does not want off-street bike trails; community like Bellevue wants off-street bike trails. It's been very taxing that they were trying to enforce something on a regional basis on a community that doesn't want it. He understood it was up to the County Board and the PD&T but he wanted to make sure they understood where he was coming from. This wasn't something that wasn't well thought out or they didn't think about all these things, it was, it was based on past practice and they had a tough time. In terms of the southern arterial, there was nothing saying the county board can't carve out an exception to the ordinance for such a huge mega project, of course they could. They were the policy making body and could do whatever they wanted.

Landwehr appreciated comments from both sides, overall he liked this but when he saw it in the packet, it was a big deal, he made photocopies and ran it to the Administrator at Hobart and Lawrence and asked for their feedback. He would ask that they hold it but get it out to all communities and ask for comments back and act on it next month.

Lamine wasn't expecting Fontecchio to come and ask for permission but this was an ordinance that affected work that they were both doing. He would not come in with something and not give the courtesy of bouncing ideas off each other and with their boss or separate from their boss. He had far more authority than he did and the committee could do as they wish, but there were some issues he was seeing in a two hour review that were things that affect some of their plans and he would have loved to try and address those, the conversation was very helpful so they were not in a situation like this. He was hoping that they could get to something and they could do a better job and by the time they brought it to them, everything was addressed. They were working on planning documents that they actually spent time with him and have more meetings coming down the road and this was not at all consistent with anything that was in the plan drafts they were working on right now. They would like it to be consistent and if this was the direction they were going, he had to change that document. He'd like them to all be on the same page.

Further discussions ensued with regard to possibilities such as Sieber's suggestion to add to the Brown County Comprehensive Plan, to get more continuity through at the county, that the county would be willing to invest more money because that's the county's vision, as long as they filed a comprehensive plan. They could provide incentives to follow the comprehensive plan to try and get the county more cohesive. Fontecchio responded that they could do that. This was just a starting point for this conversation and what he hoped it would be for tonight. That's why he didn't go out to the municipalities; he wanted to bring it to the committee first. Right now he didn't have a policy approved by the County Board, the 50/50 that they were following was not approved by the County Board. Kaster informed he had checked into it many years ago so they need something. Fontecchio cautioned that if they did 50/50 for the cities, it's by state statute that they get to decide the width, the type, everything. That was almost a blank check for half. Whatever they decide in terms of policy, they will have a financial impact.

It was Landwehr's opinion that they were going to see municipalities not coming back to ask the county to build it. Kaster questioned if they ended up with no work. Fontecchio stated they based their crew numbers based on winter plowing, how many sections they had, etc. Where they struggled to keep their guys busy wasn't in the summer. They had a ton of work and they were getting more and more work every day from the towns. Where they struggle was late fall, early spring and the winter when it wasn't snowing, that's where it's hard to keep billable. The way it was working in these bigger urban improvement projects, they are so big. GV last year, they had to make the decision that they couldn't do it, the only thing they did was pave it.

Motion made by Supervisor Sieber, seconded by Supervisor Landwehr to hold until the July PD&T meeting where a public comment session will be held and have Public Works Director Fontecchio send a letter to municipalities within Brown County about the ordinance change. Vote taken. MOTION CARRIED UNANIMOUSLY

19. **Five-Year Facility Maintenance Plan.**

Fontecchio provided copies of the Five-Year Facility Maintenance Plan informing there were some minor budgetary changes, not much difference, it was a work in progress. They got their levy targets today at 4pm and he was adjusting based on what the County Executive said last week. He spoke to the cover letter and briefly went through the handouts (attached) with the committee. He was hoping it would be a planning tool for the future.

Motion made by Supervisor Dantine, seconded by Supervisor Sieber to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

Closed Session

20. **Open Session: Discussion and possible action regarding the placement of Parcel D-212-2 for sale (8.5 acres of Brown County Highway Department land on Scray Hill Road located in the Town of Ledgeview).**

Motion made by Supervisor Kaster, seconded by Supervisor Erickson to enter into closed session at 9:30pm. Vote taken. MOTION CARRIED UNANIMOUSLY

21. **Closed Session: Discussion and possible action regarding the placement of Parcel D-212 for sale (8.5 acres of Brown County Highway Department land on Scray Hill Road located in the Town of Ledgeview). Pursuant to Wis. Stat. § 19.85(1)(e), any meeting of a governmental body may be convened in closed session for purposes of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.**
22. **Reconvene in Open Session: Discussion and possible action regarding the placement of Parcel D-212-2 for sale (8.5 acres of Brown County Highway Department land on Scray Hill Road located in the Town of Ledgeview).**

**Motion made by Supervisor Dantinne, seconded by Supervisor Kaster to receive and place on file. Vote taken.
MOTION CARRIED UNANIMOUSLY**

Other

23. **Audit of bills.**

Motion made by Supervisor, seconded by Supervisor to audit the bills. Vote taken. MOTION CARRIED UNANIMOUSLY

24. **Such other matters as authorized by law.**

During discussion for Item 16, Item 2 was referred to Item 24 however transcription is in proper format under Item 2.

Supervisor Sieber requested that an update on Housekeepers be added to next month's agenda.

25. **Adjourn.**

**Motion made by Supervisor Dantinne, Seconded by Supervisor Kaster to adjourn at 10:30 p.m. Vote Taken.
MOTION CARRIED UNANIMOUSLY.**

Respectfully submitted,

Alicia A. Loehlein
Recording Secretary

BOARD OF SUPERVISORS

Brown County



5e

BROWN COUNTY
BOARD OF SUPERVISORS
GREEN BAY, WISCONSIN

Meeting Date: 7/20/16
Committee: Administration / Planning & Development / Home Services
Motion from the Floor/Late Communication

I make the following ~~motion~~^{late} communication:

This communication is my request
that the annual payment from Duke
Energy for the Shirley Wind Project be
placed in a segregated fund ^{in the} 2017 Budget
under the
Health Dept for use in a study of
health effects of Wind Turbines on residents of
Brown County.

Signed:

Richard Schudell

District No.

24

(Please deliver to County Clerk after motion is made for recording into minutes.)



These communications are respectively submitted by
Supervisor Erickson, District #7

9b

Communication #1

That staff look at including the purchase of a drone in the 2017 budget to be collectively used by Planning, Public Works, Airport, Zoning, Parks, NEW Zoo and any other county departments that may have a need for these types of video or pictures.

Send to PD&T and Executive

Communication #2

Look into the possible purchase of the property located on the Fox River at Broadway and West Mason St. to be used as port expansion that adds to the economy of Greater Green Bay and Brown County.

Send to PD&T

9c

Held for 90 days
April PD&T



**BROWN COUNTY
BOARD OF SUPERVISORS
COURT HOUSE
GREEN BAY, WISCONSIN**

BROWN COUNTY BOARD OF SUPERVISORS

Meeting Date: 7/20

Agenda No. : _____

To: P D T

Motion from the Floor

I make the following motion: To conduct a drainage study
along county highway A and E. I.

Signed: [Signature]

District No.: # 2

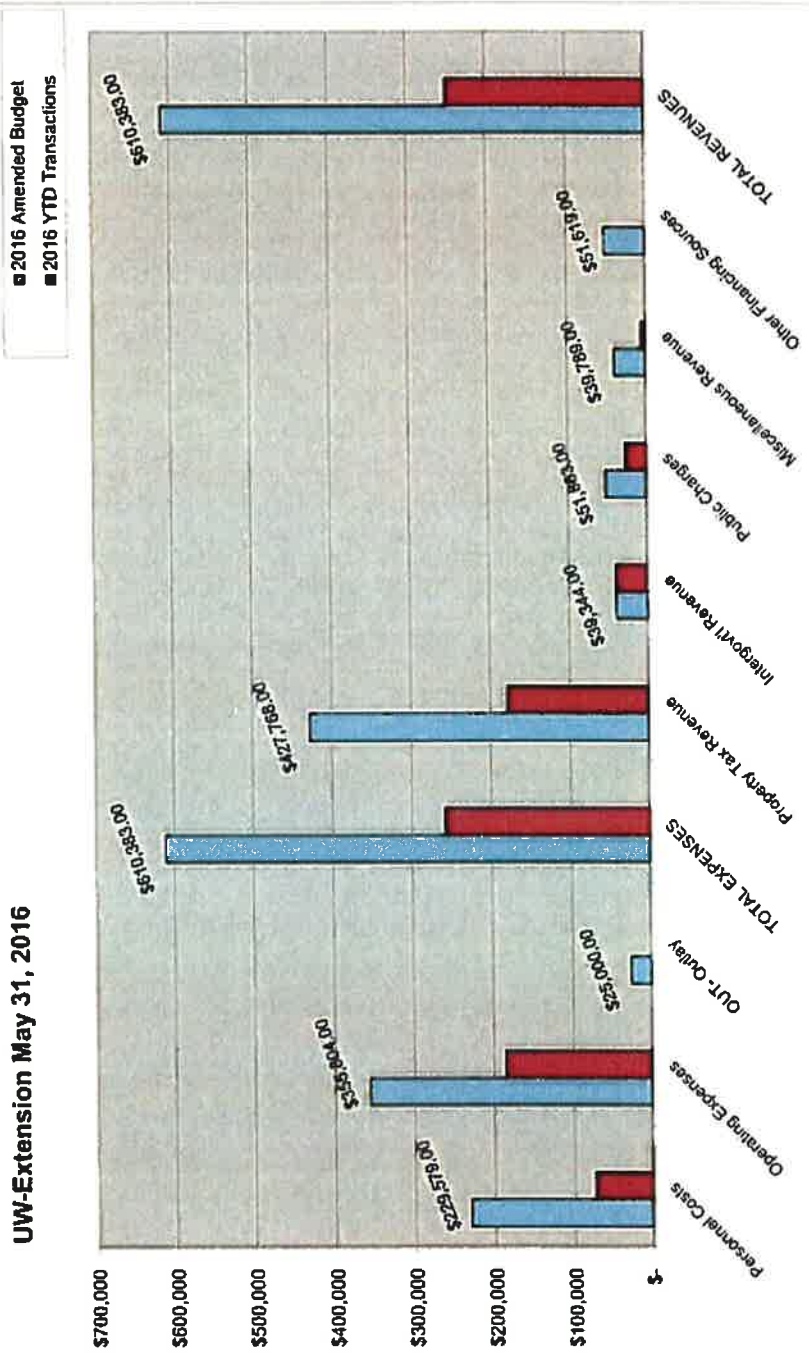
(Please deliver to the County Clerk after the motion is made for recording into the minutes.)

Brown County UW-Extension

May 31, 2016

	2016 Amended Budget	2016 YTD Transactions	2015 Amended Budget	2015 YTD Transactions
Personnel Costs	\$229,579.00	\$73,082.86	\$243,253.00	\$235,691.80
Operating Expenses	\$355,804.00	\$184,974.43	\$365,742.00	\$354,626.98
OUT- Outlay	\$25,000.00	\$0.00	\$0.00	\$0.00
TOTAL EXPENSES	\$610,383.00	\$258,057.29	\$608,995.00	\$590,318.78
Property Tax Revenue	\$427,768.00	\$178,236.65	\$384,504.00	\$384,504.00
Intergov't Revenue	\$39,344.00	\$39,840.72	\$25,989.00	\$51,043.73
Public Charges	\$51,863.00	\$26,589.79	\$111,009.00	\$85,753.22
Miscellaneous Revenue	\$39,789.00	\$5,437.24	\$55,599.00	\$28,470.59
Other Financing Sources	\$51,619.00	\$0.00	\$31,894.00	\$21,894.00
TOTAL REVENUES	\$610,383.00	\$250,104.40	\$608,995.00	\$571,665.54

UW-Extension May 31, 2016



16-56

BUDGET ADJUSTMENT REQUEST

CategoryApproval Level

- | | | |
|---------------------------------------|--|---|
| <input type="checkbox"/> 1 | Reallocation from one account to another in the same level of appropriation | Dept Head |
| <input type="checkbox"/> 2 | Reallocation due to a technical correction that could include: <ul style="list-style-type: none"> • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year | Director of Admin |
| <input type="checkbox"/> 3 | Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation | County Exec |
| <input type="checkbox"/> 4 | Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.) | County Exec |
| <input type="checkbox"/> 5 a) | Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts) | Admin Committee |
| <input type="checkbox"/> 5 b) | Reallocation of <u>more than 10%</u> of the funds original appropriated between any of the levels of appropriation. | Oversight Comm
2/3 County Board |
| <input type="checkbox"/> 6 | Reallocation between two or more departments, regardless of amount | Oversight Comm
2/3 County Board |
| <input checked="" type="checkbox"/> 7 | Any increase in expenses with an offsetting increase in revenue | Oversight Comm
2/3 County Board |
| <input type="checkbox"/> 8 | Any allocation from a department's fund balance | Oversight Comm
2/3 County Board |
| <input type="checkbox"/> 9 | Any allocation from the County's General Fund | Oversight Comm
Admin Committee
2/3 County Board |

Justification for Budget Change:****2016****

UW-Extension in conjunction with Jackson County, has received a Farm Safety Grant to produce education resources for Agricultural Chemical Safety in Spanish in the form of videotapes and curriculum materials.

Budget Impact - \$1500

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.083.001.5300	Supplies	\$65
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.083.001.5700	Contracted Services	\$1,435
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.083.001.4309	Other Grant Revenue	\$1,500

AUTHORIZATIONS

Judy Knudsen
Signature of Department Head

Department: UW Extension

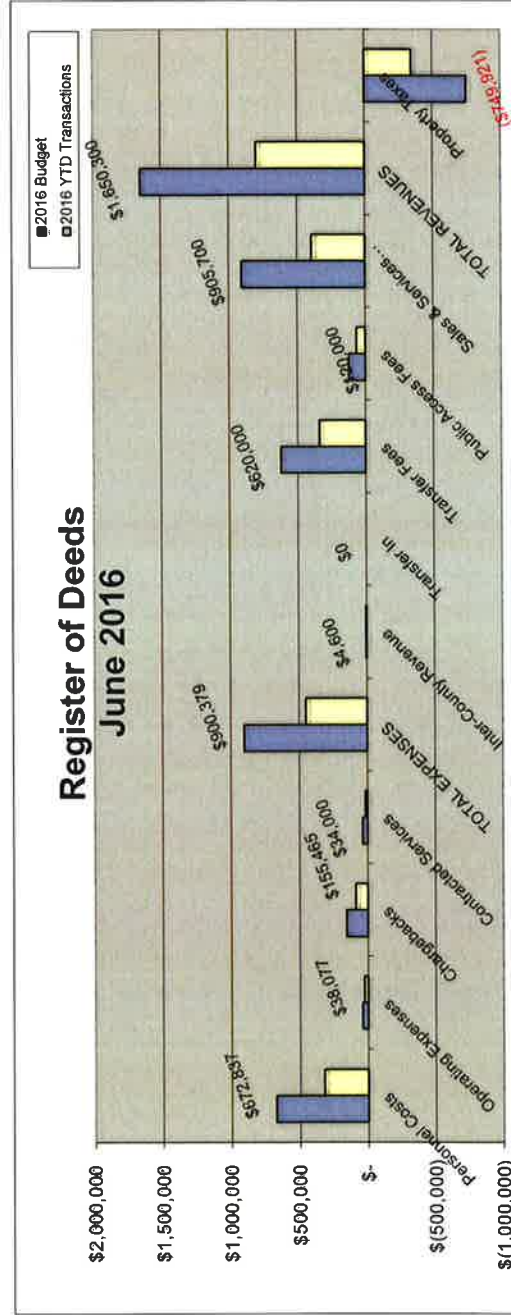
Date: 6/17/16

[Signature]
Signature of DQA or Executive

Date: 6/24/16

Brown County Register of Deeds
 "Unaudited" Budget Status Report
 June 2016 vs June 2015

	2016	2016 YTD		2015	2015 YTD
	Budget	Transactions		Budget	Transactions
Personnel Costs	\$ 672,837	\$ 321,656	Personnel Costs	\$ 672,674	\$ 308,368
Operating Expenses	\$ 38,077	\$ 26,355	Operating Expenses	\$ 39,714	\$ 17,417
Chargebacks	\$ 155,465	\$ 85,571	Chargebacks	\$ 144,809	\$ 70,032
Contracted Services	\$ 34,000	\$ 16,376	Contracted Services	\$ 23,000	\$ 8,700
TOTAL EXPENSES	\$ 900,379	\$ 449,958	TOTAL EXPENSES	\$ 880,197	\$ 404,517
Inter-County Revenue	\$ 4,600	\$ 3,067	Inter-County Revenue	\$ 4,600	\$ 2,661
Transfer In	\$ 0	\$ 0	Transfer In	\$ -	\$ 0
Transfer Fees	\$ 620,000	\$ 337,981	Transfer Fees	\$ 471,330	\$ 311,633
Public Access Fees	\$ 120,000	\$ 63,014	Public Access Fees	\$ 107,100	\$ 62,142
Sales & Services Revenue	\$ 905,700	\$ 392,977	Sales & Services Revenue	\$ 1,040,300	\$ 361,126
TOTAL REVENUES	\$ 1,650,300	\$ 796,939	TOTAL REVENUES	\$ 1,623,330	\$ 737,562
Property Taxes	(\$749,921)	(\$346,981)	Property Taxes	(743,133)	(\$333,045)



Departmental Openings Summary
To: Planning & Development
From: Register of Deeds

Jul-16

Position	Vacancy Date	Reason for Leaving	Fill or Hold	Unfilled Reason
Vital Records Specialist	6/6/2016	Transfer to Records Spec	Recruiting to Fill	

Ex: Transfer, Wage, Working Conditions

2017 Capital Project 5-Year Outlook Summary
Planning, Development, & Transportation
As of 7/12/16

Key for Funding Source:

D= Debt Service G=Grants and Aides O = Operating Revenues M = Municipal Funds P = Property Tax GF = General Fund Fund Balance TIF = TIF District S = Stadium District Sales Tax Refund

2017 CAPITAL IMPROVEMENTS PROGRAM - NON BONDING REQUESTS

DIVISION/ DEPARTMENT	FUNDING SOURCE	DEPT PRIORITY	PROJECT DESCRIPTION	2017	2018	2019	2020	2021	TOTAL
PLANNING, DEVELOPMENT, & TRANSPORTATION:									
Airport									
	O/G	1	Reconstruct Taxiway D East of Taxiway G, Storm Sewer Rehab, & Taxiway D	3,409,308	-	-	-	-	3,409,308
	O/G	2	Construct East Service Road Phase 2	689,586	-	-	-	-	689,586
	O/G	3	Design, Environmental Assessment, & Construct E GA Apron Expansion	251,446	2,615,038	-	-	-	2,866,484
	O/G	4	Construct East Service Road Phase 3	-	738,683	-	-	-	738,683
	O/G	5	Design & Reconstruct Taxiway A/F, D3/D2, Air Carrier Ramp, Construct	-	259,584	3,374,592	-	-	3,634,176
	O/G	6	Categorical Exclusion, Design, & Construct Frontage Road	-	10,816	78,740	779,808	-	869,364
	O/G	7	Construct Public Parking Rehab, Replacement of Lighting & Perimeter Barrier	-	111,175	1,074,031	-	-	1,185,206
	O/G	8	Design & Construct Security Checkpoint Exit Lane Upgrades	-	-	56,243	-	-	56,243
	O/G	9	Design & Construct Curbside Canopy	-	-	269,967	-	-	269,967
	O/G	10	Design & Construct Baggage Claim Carousel Replacement	-	-	-	2,118,932	-	2,118,932
	O/G	11	Design & Construct Westside Access Road	-	-	-	187,177	2,115,651	2,302,828
	O/G	12	Environmental Assessment & Design of Westside Perimeter Road	-	-	20,248	203,428	1,683,361	1,907,037
	O/G	13	Construct West Service Road Rehabilitation	-	-	-	182,498	283,964	466,462
	O/G			-	-	-	-	1,034,155	1,034,155
Port and Resource Recovery									
	O	1	Bay Port Expansion	-	-	1,868,481	-	-	1,868,481
	O	2	Brown County South Landfill	-	-	200,000	4,000,000	4,000,000	8,200,000
Public Works									
	S		Veteran's Memorial Complex - Arena Chiller Replacement	-	-	-	-	-	250,000
	S		Veteran's Memorial Complex - Arena Ice Making Equipment Replacement	-	-	-	-	-	325,000
	S		Veteran's Memorial Complex - Hall of Fame Electrical Switchgear Replacement	-	-	-	-	-	315,000
	S		Veteran's Memorial Complex - Resch Center Roof Replacement	-	-	-	-	-	1,307,000
	S		Veteran's Memorial Complex - Shopko Hall HVAC Equipment Replacement	-	-	-	-	-	500,000
	S		Veteran's Memorial Complex - Shopko Hall HVAC Equipment Replacement	-	-	-	-	-	500,000
	S		Veteran's Memorial Complex - Shopko Hall Air Handling Units & Exhaust	-	-	-	-	-	250,000
	S		Veteran's Memorial Complex - Shopko Hall Air Handling Units & Exhaust	-	-	-	-	-	230,000
	G	2017-4	CTH B (Veterans Ave to CTH J) - Surface Maintenance	230,000	-	-	-	-	230,000
	G	2017-7	CTH KB (Wisconsin Ave to Irish Rd) - Maintenance	285,000	-	-	-	-	285,000
	G/M	2017-8	CTH VK (CTH VK & Wood Lane Intersection) - Traffic Signals	200,000	-	-	-	-	200,000
	G	2017-9	West Side CTH's Joint Filling - Asphalt Cracking Filling	250,000	-	-	-	-	250,000
	P/G	2019-5	CTH HS (Bridge Over Suamico River) - Bridge Replacement	36,224	-	889,000	-	-	925,224
	P/G	2019-6	CTH D (Bridge Over Plum Creek) - Bridge Replacement	32,597	-	792,000	-	-	824,597
	P/G	2020-7	CTH R (Bridge Over Devils River Trail) - Bridge Replacement	-	-	-	-	-	909,568
	P/G	2020-8	CTH R (Bridge Over S. Wall St) - Bridge Replacement	35,568	-	-	874,000	-	909,568
	P/G	2020-9	CTH V (Bridge Over Bower Creek) - Bridge Replacement	39,693	-	-	980,000	-	1,019,693
	P/G	2020-10	CTH J (Bridge Over Suamico River) - Bridge Replacement	41,106	-	-	919,000	-	960,106
	P/G	2018-3	CTH M (Bridge Over Suamico River) - Bridge Replacement	-	800,000	-	-	-	800,000
	P/G	2018-4	CTH MM (Bridge Over Bower Creek) - Bridge Replacement	-	778,000	-	-	-	778,000
	P	2018-6	CTH Z (Fairview Rd to CTH NN) - Box Culvert Replacement	-	204,500	-	-	-	204,500
	P	2020-5	CTH R (Devils River Trail to CTH KB) - Recondition	-	-	-	200,000	-	200,000
	P		Preliminary Costs Future Highway Projects	40,000	250,000	250,000	250,000	250,000	1,040,000
Planning, Development, & Transportation Non-bond Request Total				5,581,733	5,767,796	8,873,302	12,203,772	9,367,131	45,240,734
Total Planning, Development, & Transportation Requests				\$ 14,855,298	\$ 13,837,243	\$ 20,291,249	\$ 21,083,719	\$ 16,040,078	\$ 89,554,587

* This project has already been approved. Staff is working to secure additional non-bond funding.

** Stadium District sales tax refund of \$4,349,954 has been set aside to fund projects approved for the Veteran's Memorial Complex.

Mr. Michael L. Sellers,
Lieutenant Colonel, U.S. Army
Detroit District, Corps of Engineers
477 Michigan Avenue
Detroit, Michigan 48226-2550

July 10, 2016

Re: Letter u/d/o April 12, 2016

Dear Mr. Sellers:

This office is in receipt of your letter u/d/o April 12, 2016 to Mr. Dean Haen, Director of the Brown County Port & Resource Recovery Department ("Department"), explaining the U.S. Army Corps of Engineers' ("Corps") position regarding the Department's right to reimbursement for its contributions in excess of the 25% cost share it contributed under the Project Partnership Agreement ("PPA") that the Department entered into with the Corps to construct the Cat Island Dredged Material Disposal Facility ("Project"). As you are aware, the Department satisfied its 25% share through in-kind contributions ("IKC") valued at an amount equal to \$4,865,852.47. As you are further aware, said IKC amount ended up exceeding the Department's requisite 25% share by \$407,882.90; thus, entitling the Department to a refund of such amount under Article II.C.2. of the PPA.

In the above-referenced letter, the Corps denied the Department's request for said refund, citing to Article II.C.5. of the PPA as its basis. The letter provided in pertinent parts that the Department, as the Non-Federal Sponsor:

"shall not be entitled to reimbursement of any costs for in-kind contributions that exceed the amount of credit afforded in accordance with C.4. of this Article."

Citing to Article II.C.1.a. of the PPA, the Corps further determined that the maximum amount of credit to be afforded under Article II.C.4. is \$4,457,969.56 or \$407,882.90 less than the actual amount of IKC that the Department contributed toward the Project. However, the language of Article II.C.1.a. of the PPA is ambiguous as written. Furthermore, the self-serving manner in which the Corps interpreted said provision to justify its decision to deny the Department a refund of \$407,882.90 is troubling.

As you acknowledge in your letter dated April 12, 2016, the decision to allow the Department to provide IKC to satisfy its 25% share toward the Project was approved by the Corps in advance of it entering into the PPA with the Department. However, this is the first time this issue has been

brought to the Department's attention. It is also the first time this atypical manner in which the Corps intended to handle excess contributions associated with the Project has been brought to the Department's attention. Whether this was indeed the Corps' intent at the time of the PPA's execution is unclear. What is clear, however, is that there was never a "meeting of the minds" on this particular issue. Given the ambiguity of the provision that the Corps relies upon to justify its handling of the excess IKC, coupled with the fact that the PPA, as is the case with most of the Corps' partnership agreements, is essentially a contract of adhesion, the Department is left to wonder whether the Corps has breached its duty of good faith and fair dealings, which is inherent in every contract.

However, rather than spending the time and money to seek court intervention on the issues of ambiguity, adhesion, and good faith, the Department has decided to issue the enclosed check for the 10% cash contribution less the additional in-kind costs that Department has incurred as part of the Project. The enclosed check is in the amount of \$1,375,355.

As your April 12, 2016 letter states, the Project has been a success, much due to the working relationships between the Department and the Corps. Hopefully, upon further consideration of this matter, you will find this to be an equitable solution that will allow both parties to move forward as cooperative partners on future endeavors. To that end, the Department also encloses a copy of the PPA Amendment as approved and executed by the appropriate Brown County officials.

Very truly yours,

/s/Kristen M. Hooker

Kristen M. Hooker

Enclosures

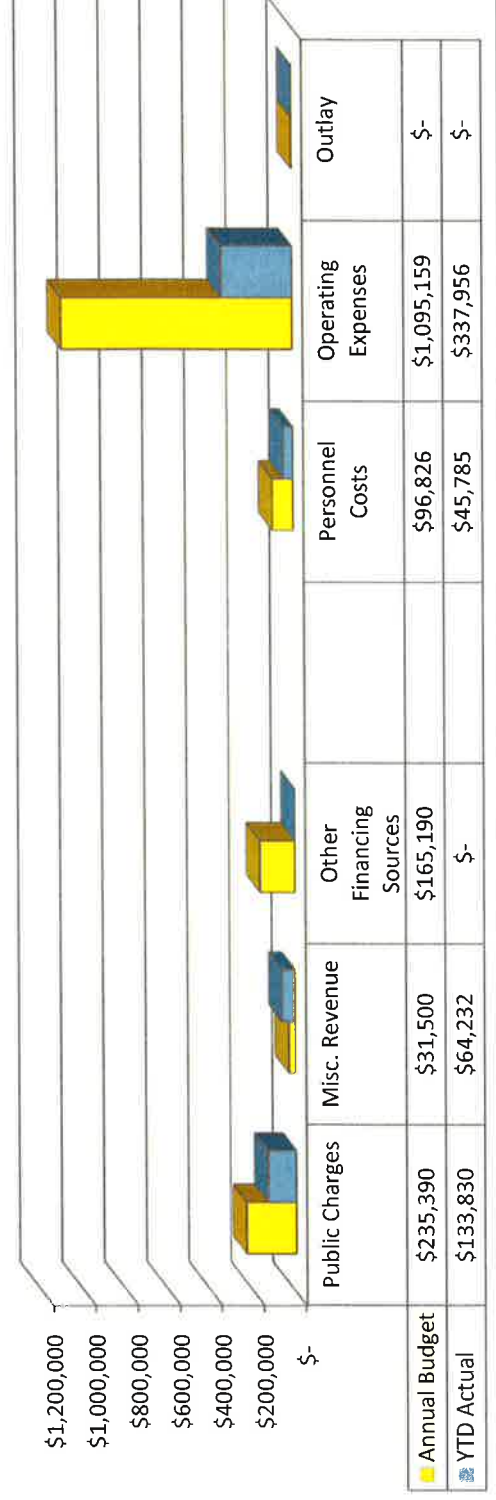
Brown County Port & Resource Recovery Department

Port Area Budget Status Report

June 30, 2016

Revenue	Annual Budget		YTD Actual	YTD %	YTD Total	Comments
Public Charges	\$	235,390	\$ 133,830	57%		Misc. Revenue is interest earned and is calculated on market value as of a specific day. Other Financing Sources will be the end of the year transfer in from Harbor 217 (Corps Public Charges) to Port General that will occur as an actual amount upon closure of the fiscal year by Finance. Expenses overall are under budget.
Misc. Revenue	\$	31,500	\$ 64,232	204%		
Other Financing Sources	\$	165,190	\$ -	0%		
Total					\$ 198,061.52	
Expenses	Personnel Costs	\$	96,826	\$ 45,785	47%	
	Operating Expenses	\$	1,095,159	\$ 337,956	31%	
	Outlay	\$	-	\$ -	-	
	Total		\$ 383,741.10			

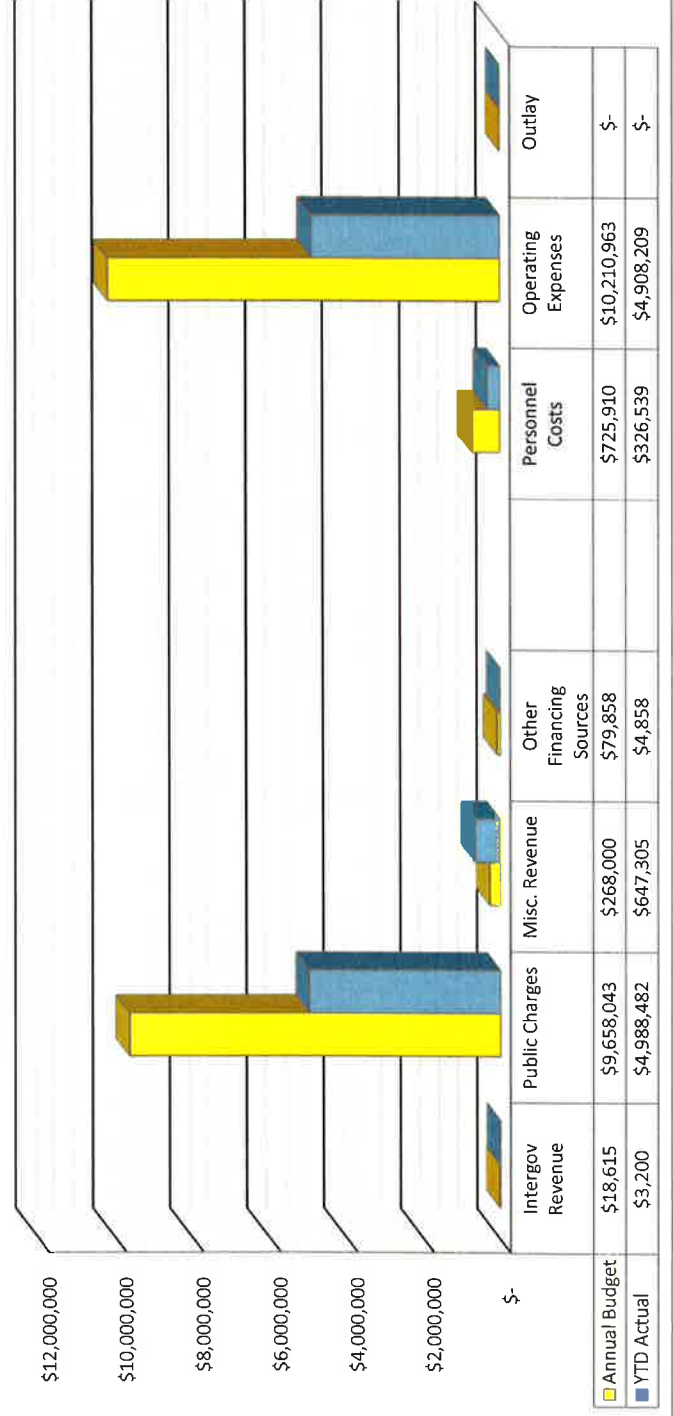
Port - June 30, 2016



**Brown County Port & Resource Recovery Department
Resource Recovery Area Budget Status Report
June 30, 2016**

	Annual Budget			YTD Actual	YTD %	YTD Total	Comments
R e v e n u e							
Intergov Revenue	\$	18,615	\$	3,200	17%		Intergovernmental Revenue is a 2016 HHW grant \$18,615 which will be received in late 2016. Misc. Revenue is mostly interest earned and is calculated on a specific day's market value. Variations is the change in market value. Other Financing Sources included partial reimbursement of the recycling compactor. BOW fully reimbursed the recycling compactor costs under Due from Local Municipalities and not under Other Financing Sources.
Public Charges	\$	9,658,043	\$	4,988,482	52%		
Misc. Revenue	\$	268,000	\$	647,305	242%		
Other Financing Sources	\$	79,858	\$	4,858	6%		
						\$ 5,643,845	
E x p e n s e s							
Personnel Costs	\$	725,910	\$	326,539	45%		
Operating Expenses	\$	10,210,963	\$	4,908,209	48%		
Outlay	\$	-	\$	-	-		
						\$ 5,234,749	

Resource Recovery - June 30, 2016



2017 Capital Project 5-Year Outlook Summary
 Planning, Development, & Transportation
 As of 7/12/16

Key for Funding Source:

D = Debt Service G = Grants and Aides O = Operating Revenues M = Municipal Funds P = Property Tax GF = General Fund Fund Balance TIF = TIF District S = Stadium District Sales Tax Refund

2017 CAPITAL IMPROVEMENTS PROGRAM - NON BONDING REQUESTS

DIVISION/ DEPARTMENT	FUNDING SOURCE	DEPT PRIORITY	PROJECT DESCRIPTION	2017	2018	2019	2020	2021	TOTAL
PLANNING, DEVELOPMENT, &									
TRANSPORTATION:									
Alirport									
	O/G	1	Reconstruct Taxiway D East of Taxiway G, Storm Sewer Rehab, & Taxiway D	3,409,308	-	-	-	-	3,409,308
	O/G	2	Construct East Service Road Phase 2	689,586	-	-	-	-	689,586
	O/G	3	Design, Environmental Assessment, & Construct E GA Apron Expansion	251,446	2,615,038	-	-	-	2,866,484
	O/G	4	Construct East Service Road Phase 3	-	738,683	-	-	-	738,683
	O/G	5	Design & Reconstruct Taxiway A/F, D3/D2, Air Carrier Ramp, Construct	-	259,584	3,374,592	-	-	3,634,176
	O/G	6	Categorical Exclusion, Design, & Construct Frontage Road	-	10,816	78,740	-	-	869,364
	O/G	7	Construct Public Parking Rehab, Replacement of Lighting & Perimeter Barrier	-	111,175	1,074,031	-	-	1,185,206
	O/G	8	Design & Construct Security Checkpoint Exit Lane Upgrades	-	-	56,243	-	-	641,172
	O/G	9	Design & Construct Curbside Canopy	-	-	269,967	-	-	2,388,899
	O/G	10	Design & Construct Baggage Claim Carousel Replacement	-	-	-	187,177	2,115,651	2,302,828
	O/G	11	Design & Construct Westside Access Road	-	-	20,248	203,428	1,683,361	1,907,037
	O/G	12	Environmental Assessment & Design of Westside Perimeter Road	-	-	-	182,498	283,964	466,462
	O/G	13	Construct West Service Road Rehabilitation	-	-	-	-	1,034,155	1,034,155
Port and Resource Recovery									
	O	1	Bay Port Expansion	-	-	1,868,481	-	-	1,868,481
	O	2	Brown County South Landfill	-	-	200,000	4,000,000	4,000,000	8,200,000
Public Works									
	S		Veteran's Memorial Complex - Arena Chiller Replacement	-	-	-	-	-	250,000
	S		Veteran's Memorial Complex - Arena Ice Making Equipment Replacement	-	-	-	-	-	325,000
	S		Veteran's Memorial Complex - Hall of Fame Electrical Switchgear Replacement	-	-	-	-	-	315,000
	S		Veteran's Memorial Complex - Resch Center Roof Replacement	-	-	-	-	-	1,307,000
	S		Veteran's Memorial Complex - Shopko Hall Roof Replacement	-	-	-	-	-	500,000
	S		Veteran's Memorial Complex - Shopko Hall HVAC Equipment Replacement	-	-	-	-	-	500,000
	S		Veteran's Memorial Complex - Shopko Hall Air Handling Units & Exhaust	-	-	-	-	-	250,000
	G	2017-4	CTH B (Veterans Ave to CTH J) - Surface Maintenance	230,000	-	-	-	-	230,000
	G	2017-7	CTH KB (Wisconsin Ave to Irish Rd) - Maintenance	285,000	-	-	-	-	285,000
	G/M	2017-8	CTH VK (CTH VK & Wood Lane Intersection) - Traffic Signals	200,000	-	-	-	-	200,000
	G	2017-9	West Side CTH's Joint Filling - Asphalt Cracking Filling	250,000	-	-	-	-	250,000
	P/G	2019-5	CTH HS (Bridge Over Suamico River) - Bridge Replacement	36,224	-	889,000	-	-	925,224
	P/G	2019-6	CTH D (Bridge Over Plum Creek) - Bridge Replacement	32,597	-	792,000	-	-	824,597
	P/G	2020-7	CTH R (Bridge Over Devils River Trail) - Bridge Replacement	35,568	-	-	874,000	-	909,568
	P/G	2020-8	CTH R (Bridge Over S. Wall St) - Bridge Replacement	39,693	-	-	980,000	-	1,019,693
	P/G	2020-9	CTH V (Bridge Over Bower Creek) - Bridge Replacement	41,106	-	-	919,000	-	960,106
	P/G	2020-10	CTH J (Bridge Over Suamico River) - Bridge Replacement	41,205	-	-	924,000	-	965,205
	P/G	2018-3	CTH M (Bridge Over Suamico River) - Bridge Replacement	-	800,000	-	-	-	800,000
	P/G	2018-4	CTH MM (Bridge Over Bower Creek) - Bridge Replacement	-	778,000	-	-	-	778,000
	P	2018-6	CTH Z (Fairview Rd to CTH NN) - Box Culvert Replacement	-	204,500	-	-	-	204,500
	P	2020-5	CTH R (Devils River Trail to CTH KB) - Recondition	-	-	-	200,000	-	200,000
	P		Preliminary Costs Future Highway Projects	40,000	250,000	250,000	250,000	250,000	1,040,000
Planning, Development, & Transportation Non-bond Request Total				5,581,733	5,767,796	8,873,302	12,203,772	9,367,131	45,240,734
Total Planning, Development, & Transportation Requests				\$ 14,855,298	\$ 13,837,243	\$ 20,291,249	\$ 21,083,719	\$ 16,040,078	\$ 89,554,587

* This project has already been approved. Staff is working to secure additional non-bond funding.

** Stadium District sales tax refund of \$4,349,954 has been set aside to fund projects approved for the Veteran's Memorial Complex.

Note: This is a **RFP** 'Draft ONLY Version' of the
Project for Review and Approval.
Project may or may not be published.

Request for Proposal (RFP)

For

Brown County

**Aircraft Rescue & Fire Fighting Services (ARFF)
and Armed Security for Austin Straubel
International Airport**

Project # 2089



***Publish Date:* August 22, 2016**

***Response Deadline:* September 22, 2015 3:00 PM CDT**

To:

Brown County Clerk

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RFP PROJECT DETAILS

1. General

A. Overview.

Brown County hereby invites proposals from qualified, experienced firms providing Aircraft Rescue and Fire Fighting ("ARFF") services at FAR 139 Airports AND Armed Security ("AS") in compliance with TSR 1542; firms submitting proposals are herein referred to as "Proposers" or "Contractors." Brown County intends to contract with a contractor/vendor, hereinafter referred to as "Contractor," under a Professional Contract for Services (ARFF/AS) (hereinafter, the "Agreement") whereby Contractor agrees to staff, manage, and operate the ARFF/AS facility and equipment and provide technical support and armed security services at Green Bay Austin Straubel International Airport, pursuant to the terms and conditions hereinafter set forth or referred to in this Request for Proposal ("RFP").

B. Background/Airport.

Brown County ("County") is the owner and operator of Green Bay Austin Straubel International Airport ("Airport"). The Airport is located in Brown County, part being in the Village of Ashwaubenon and part being in the Village of Hobart. The Airport is designated as a self-supporting enterprise fund and is managed by the Airport Director (who is appointed by the Brown County Executive) and the Airport Director's staff.

Airport is a non-hub commercial airport. It is served by three major scheduled airlines: Delta, American, and United, as well as miscellaneous charters. In calendar year 2015, enplanements were 305,026 and deplanements were 304,803 for a total passenger count of 609,829. Presently, there are approximately 36 scheduled flights per day (18 arrivals and 18 departures). There are two fixed based operators which provide fuel, supplies, aircraft maintenance, flying instruction, and other related services.

C. Minimum Qualifications.

County has established the following qualifications that a Proposer should meet in order to be considered a qualified respondent. County, in its sole discretion, will determine if a Proposer is qualified and will base its decision on the information included in the proposal as well as its own investigations.

Airport is currently classified as an "Index C" airport by the Federal Aviation Administration ("FAA"), is certified, and meets the Federal Aviation Regulation ("FAR") Part 139 - Certification of Airports with service provided 24 hours each day. A list of required staff and their Qualifications and Duties is attached as Attachment A. A copy of FAR Part 139 is attached as Attachment A-1, and a copy of TSR 1542 is attached as Attachment A-2.

Proposer must provide evidence of its ability to provide personnel pursuant to the requirements of Attachment A, who are trained, or can be trained before commencement of the Agreement so as to qualify the Airport for "Certification" under FAR Part 139 entitled, "Certification and Operations: Land Airports Serving Certain Air Carriers" subtitled "Airport Fire Fighting and Rescue Equipment and Service," as amended; and the National Fire Protection Association Recommended Practices, and Standards N.F.P.A. 403M and N.F.P.A. 405M, all of which regulations as they now exist or may be hereinafter amended, are made a part of this RFP; and its ability to provide personnel who are trained, or can be trained before commencement of the Agreement so as to provide armed security in compliance with TSR 1542, TSR 1542 and its regulations as they now exist or may be hereinafter amended, are made a part of this RFP; and to provide personnel who are trained in accordance with the Agreement including specifically Attachment A which is attached hereto, said Attachment A also being an attachment to, and incorporated in, the Agreement.

D. Outstanding Claims and Litigation.

Proposer must not be in default or arrearage under any previous or existing contract(s) with County, the State, or any political subdivision of the State of Wisconsin. County reserves the right to disqualify any Proposer, or any constituent entity of Proposer, subcontractor, sublessee, or supplier, that has pending litigation, claims, or debts with County, if County determines, in its sole discretion, that such litigation, claims, or debts may adversely affect the ability of the parties to work efficiently and effectively under the Agreement contemplated by this RFP

E. Conflict of Interest.

No employee or official of County, the State of Wisconsin, or any political subdivision of the State of Wisconsin may have any direct or indirect interest, financial or otherwise, in the Proposer, including, but not limited to, any joint venture partners or sublessees.

2. **Contract Term**

The term of any potential Agreement may be for five (5) years with one (1) five-year option to renew for a total of ten (10) years, at the sole discretion of the County.

3. **RFP Tentative Project Timeline**

Please Note: These dates are for planning purposes. They represent the County's desired timeline for implementing this project. Any revision to the Due Date for submission of project will be made by addendum. All other dates may be adjusted without notice, as needs and circumstances dictate

	Date	Time (CDT)
Standing Committee: Recommended for Approval by PD&T	July 25, 2016	
County Board Approval to Publish RFP	August 17, 2016	
RFP Published	August 22, 2016	
RFP Non-Mandatory Site Visit / Meeting	September 7, 2016	9:00 AM
RFP Questions Due	September 12, 2016	3:00 PM
RFP Questions & Answers Published	September 15, 2016	3:00 PM
RFP Responses Due from Vendors	September 22, 2016	3:00 PM
Preliminary RFP Review to address potential budget issues by	September 28, 2016	3:00 PM
Selection Team Kickoff Meeting	September 30, 2016	
Preliminary Scoring Meeting from proposal review	October 21, 2016	
Interview / Reference Checks, if Required week of	October 24, 2016	
Consensus Scoring Meeting	November 4, 2016	
Send out Thank You & Intent to Award Letters by	November 9, 2016	
Contract Negotiations / Obtain all Signatures by	November 30, 2016	
Service Commences	January 1, 2017	

4. **RFP Questions Due: September 12, 2016 at 3:00 PM**

Questions-All questions related to this project must be in writing and received by the Brown County Purchasing Department, no later than the due date.

- Questions can be delivered via e-mail to: bc_administration_purchasing@co.brown.wi.us
- Questions MUST be clearly marked in the subject line: "Questions for Project # 2089"

5. **RFP Questions & Answers Publish Date: September 15, 2016 at 3:00 PM**

Answers - If any questions are received; answers to all written questions will be issued in the form of an addendum.

- Answers will be published on the Brown County website at: www.co.brown.wi.us > Departments > Purchasing > Open Projects
- AND on the Demand Star Onvia website at: http://onviacenter.com/content/demandstar_subscriptions

It is the responsibility of all interested vendors to access the web site(s) for project information. Calls for assistance with the web site can be made to (920) 448-4040.

6. **RFP Due Date & Delivery Address Details: September 22, 2016 at 3:00 PM**

Responses are due to Brown County Purchasing no later than the Due Date.

Prospective vendors can submit proposals electronically, hand deliver or by mail via DHL, FedEx , UPS, USPS, etc as outlined below:

Emailed proposal must include the following items:

- Be clearly marked in the subject line with perspective project #2089.
- Include 2 separate electronic files:
 - One file named proposal to include proposal excluding any pricing details.
 - The other file named 'pricing' to include the completed *Attachment C: RFP Cost Sheet*.
- Be received, dated & time stamped by the due date and received at the following address:
 - Bc_Administration_Purchasing@co.brown.wi.us
 - A courtesy email response will be generated after due date for receipt of all proposals.
- Emailed proposals also require that five (5) paper copies be sent separately, excluding the pricing details. These are provided to the scoring team. We have no preference as to how the proposals are bound. Proposals can be submitted in a box or envelope, whichever works best. It is neither necessary nor desired to put the required paper copies in their own separate envelopes.
- Delivery address is provided below:

Hand delivered or mailed proposal must include the following items:

- Be clearly marked with project #2089 on the outside of the sealed envelope or box in the lower left hand corner.
- Be in 2 separate Sealed envelopes or boxes as follows:
 - One envelope or box to include five (5) paper copies of the proposal excluding pricing details. It is neither necessary nor desired to put the required paper copies in their own separate envelopes.
 - The other envelope labeled 'pricing' shall include the completed *Attachment C: RFP Cost Sheet*. Envelope can be included in either the box or envelope used to send the proposals (does not need to be sent separately). Only one (1) copy of the cost sheet is required.
- Along with the proposal include one flash drive (no CD's) containing the 2 files as follows:
 - One file named proposal to include proposal excluding pricing details.
 - The other file named 'pricing' and includes the completed *Attachment C: RFP Cost Sheet*.
- Be received, dated & time stamped by the due date and received at the following address:

Delivery Address for DHL, FedEx, Hand
Delivery, UPS, etc.

Brown County Clerk
Project 2089
305 E. Walnut St. Room 120
Green Bay, WI 54305-3600

Delivery Address for Mail, USPS

Brown County Purchasing
Project 2089
305 E. Walnut St. 5th Floor
Green Bay, WI 54305-3600

Note: It shall be the responsibility of the sender to ensure proposals arrive by the required due date and time. Any information received after the due date and time will be rejected. When hand delivering project; prospective vendors are encouraged to verify the time on the atomic clock as this is the official time used for the receiving of all information. Time discrepancies between wall clocks, watches, cell phones, etc. will not be honored. Please make sure the outside package is clearly labeled with the project

number and description of the project when mailing proposals via a 3rd party delivery service. This ensures the proposal can be applied to the appropriate project.

7. RFP Format & Submission Requirement

Any deviation from these requirements may result in the document submission to be considered non-responsive, thus eliminating the vendor from consideration. The document submission shall include the following attachments:

- **Executive Summary - (1 Page minimum)** Summarize your Agency's core activities and how your knowledge, skills and abilities will benefit GRB.
- **Experience** – Proposals shall include a description of the firm's overall experience in providing ARFF and AS to airports. Detail the knowledge, experience and skills that will enable your Agency to provide the services requested. Include any professional certifications held by the Agency.
- **RFP Reference Data Sheet** – Complete and submit Attachment D. Document submission will be evaluated based on information obtained from the references provided. Interviews and/or presentation are not required but preferred based on the scoring teams' recommendation.
- **Financial Condition** – Complete and submit Attachment A-3. The scoring team will consider the statement of financial condition.
- **Operating Plan** – Complete and submit Attachment A-4. This criterion considers the management and personnel policies, personnel assignment description and schedule, emergency response procedures, training, reports, inspections, and corrective action procedures.
- **RFP Cost Sheet** – Complete and submit Attachment C. Document submissions are scored using a formula with the lowest price submitted that is divided by the price of each prospective vendor times the established point value times the weight factor percentage. Pricing will be evaluated on all five years of the contract.
- **RFP DESIGNATION OF CONFIDENTIAL & PROPRIETARY INFORMATION (Attachment E)** – Provide attachment if any of part of your proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. Prices always become public information when quotes/bids/proposals are opened, and therefore cannot be kept confidential.
- **RFP ADDENDUM(S) ACKNOWLEDGEMENT (Attachment F)** - If Addendum(s) exist for this project, please sign and date the attachment and provide with your document submission.

8. Performance Bonds

Bond is required for this project.

9. RFP Method of Payment

As provided in the Agreement (see Attachment I)

10. Financial Verification

Vendor verification prior to award: Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means (i.e. Wisconsin Circuit Court Access, UCC) prior to contract award. Brown County reserves the right to reject RFBs/RFQs/RFPs based on information obtained through these background checks if it's deemed to be in the best interest of the County.

11. "Piggyback" Clause

Common purchasing practices in government include cooperative or "piggyback" purchasing among various units of government or municipalities. This contract will be extended, with the authorization of the vendor, to other units of government or municipalities at the same prices and/or discounts and terms and conditions. If another unit of government or municipality decides to use this contract, the vendor must deal directly with the respective unit of government or municipality concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Brown County acts only as the "Contracting Agent" for those public agencies.

12. Other

1. **Cancelled Project Records:** Brown County reserves the right to not disclose records of cancelled project to ensure open and fair competition of future solicitations.
2. **Laws:** All services shall conform to all applicable industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and Standards.
3. **License:** Vendors performing work are required to have a Contractor's License for the state for which the work is to be done. All applicable Licenses for any contractors must be current on the day of Contract execution and throughout the length of the project.
4. **Project Manager:** Vendor shall provide a Project Manager who will act as a single point of contact for Brown County.
5. **Rejection of Document Submission:** Brown County reserves the right to accept or reject any or all submissions and to waive any informality in the document.
6. **Taxes:** Brown County and its departments are exempt from payment of all federal, Wisconsin and local taxes on its purchases except Wisconsin excise taxes.

13. RFP Attachments

- A. **RFP Qualifications and Duties:** Contractor must adhere to specifications and personnel requirements for this project.
A-1: FAR 139
A-2: TSR 1542
- B. **RFP Scoring**
- C. **RFP Cost Sheet**
- D. **RFP Reference Data Sheet**
- E. **RFP Designation of Confidential & Proprietary Information**
- F. **RFP Addendum(s) Acknowledgement:** Brown County reserves the right to make changes to this project. Any changes in the scope of work shall be mutually agreed upon by the Contractor and the County.
- G. **RFP Appeals**
- H. **Contract Insurance Requirements**
- I. **Professional Contract for Service TEMPLATE:** Proposers submitting documents must review the Professional Contract for Service (ARFF / AS) TEMPLATE. Sections that may be of concern must be identified and an explanation for the objection must be provided with the Proposer document submission. If no objections are raised it shall be expected that the Proposer agrees to the terms and conditions as stated.
- J. **ARFF/AS three (3) year cost history**

ATTACHMENT A: RFP SCOPE OF WORK & SPECIFICATIONS

*(Potential vendors are expected to perform the following service in order to submit documents and to be awarded a contract.)
Please provide specific procedures and explanations to each requirement in your submitted documents.*

PERFORMANCE SPECIFICATIONS TO PROVIDE PUBLIC SAFETY (AIRCRAFT/RESCUE/FIRE FIGHTING AND AIRPORT SECURITY) SERVICES FOR AUSTIN STRAUBEL INTERNATIONAL AIRPORT BROWN COUNTY (GREEN BAY), WISCONSIN

I. OPERATION AND FUNCTIONAL REQUIREMENTS

A. Staffing

All personnel provided by the Contractor must be trained, and if necessary licensed or certified (i) so as to qualify the Airport for "Certification" under FAR 139, the National Fire Protection Association Recommended Practices and Standards N.F.P.A. 403M and 405M, be licensed by the State of Wisconsin as a First Responder (EMR), and (ii) as to armed personnel, as specified below.

The minimum staffing requirements (personnel assigned to the Airport) are as follows:

1. A full-time Chief of Public Safety, forty (40) hours per week principally during Airport Administration work hours. Also, the Chief must be available "on call" 24-hours per day, seven (7) days per week.
2. Twelve full-time public safety personnel, whose schedule or modification thereof shall be approved by the Airport Director. Three (3) of the twelve personnel will be designated as Shift Captains. Three (3) of the twelve personnel will be designated as Lieutenants. Each 24-hour shift must be staffed, at a minimum, by four (4) personnel: one (1) being a Captain, one (1) being a Lieutenant, and two (2) others provided that at all times two (2) armed personnel are on duty.

Therefore, a minimum of thirteen (13) full-time personnel are required. The Contractor shall also provide such additional qualified personnel as required to comply with the Wisconsin Statutes concerning days of rest for police and fire personnel during periods of employee vacation, sick leave, etc.

Contractor's duties and services to be provided also include the following:

- Complement existing municipal emergency medical service by providing first response, first aid, and medical treatment to individuals on all Airport property.
- TSA Security response to screening checkpoint, ticket counters, etc.
- Surveillance and patrol of the terminal.
- Traffic and crowd control.
- Protection of Airport assets.
- Friction testing.
- Self-inspection program.
- Fuel farm and mobile fueler inspections.
- NOTAM publication.
- Perimeter inspections (minimum of once per day, or as required by Airport Security Program, whichever is greater).
- Random patrols of aprons, ramps, access road, parking lots, etc.
- Coordination of construction activities, including, but not limited to, site inspections, gate Guard Training, etc.
- Assists with preparation of the Airport Public Safety budget.
- Issuance of GRB ID Badges, conduct challenge procedures, ID badge revocation and recovery, badge inspections, person and property inspections, etc., in accordance with applicable Security Directives, Information Circulars, and Airport Security Program.

- Monthly inspections of terminal AEDs.
- Ground Transportation Rules enforcement.
- Assists in the coordination of VIP visits.
- Response to “duress” alarms in the terminal and CBP.
- Other duties as required by the Airport Director.
- Compliance and enforcement of Airport Security Program and Airport Certification Manual.
- Maintain the security system data base.

B. Employee Qualifications and Duties

1. Qualifications Common to all Contractor Personnel:
 - a) Must be at least eighteen (18) years of age.
 - b) Must be a citizen of the United States
 - c) Must possess a high school diploma or equivalent.
 - d) Must possess a valid state of Wisconsin motor vehicle operator’s license, throughout the employee’s tenure with the Airport.
 - e) Must be able to pass a Departmental physical fitness evaluation, and successfully pass said exam as required by Airport Administration throughout the duration of this agreement.
 - f) Must be able to pass an FBI background check and DHS Security Threat Analysis, or other required federal or state mandate for personnel working at an airport, which may be required from time to time.
2. Qualifications common to all Armed Public Safety Officers:
 - a) Must be qualified with firearm requirements as established by the State of Wisconsin Department of Regulation and Licensing.
 - b) Must be approved by the State of Wisconsin to carry a firearm while employed by the contractor at the Airport. Such certification will be required before the Armed Public Safety Officer will be permitted to carry a firearm while performing such assigned duties at the airport.

C. Public Safety Chief

1. Duties
 - a) In compliance with the terms of this Agreement, to serve as Public Safety (Aircraft/Rescue/Fire Fighting and Security) Chief at the Airport.
 - b) Layout, assign, schedule and coordinate the work of the Departmental personnel.
 - c) Supervise the shift captains and crews in the care and maintenance of equipment, standby details, fire prevention, safety and security inspections and other assignments.
 - d) Direct the instruction and training of public safety personnel.
 - e) Develop standard operating procedures governing response to and operations at firefighting, crash landing, rescue incidents, medical emergencies and security incidents.
 - f) Respond to the above-cited incidents and take command of public safety activities, including assessment of the techniques to be employed in individual Aircraft/Rescue/Fire Fighting and security incidents.
 - g) Recommend and implement new or revised departmental regulations and procedures.
 - h) Assist in developing and updating mutual aid plans for public safety operations with local officials and departments.
 - i) Be responsible for the care and maintenance of equipment and the cleanliness of the quarters and adjacent areas.
 - j) Requisition supplies and equipment and assist in preparing specifications for equipment.
 - k) Assist in the preparation of the annual budget.
 - l) Maintain records and prepare reports.
 - m) Plan, organize, and direct Airport security activities.
 - n) Direct the control of airport vehicular traffic.
 - o) Direct the surveillance of all buildings and other facilities.
 - p) Supervise and maintain crowd control.
 - q) Coordinate, assist and direct as required Federal, State and local agencies in matters relating to

- Aircraft/Rescue/Fire Fighting security activities.
- r) Satisfy a fire fighter requirement during the 40-hour work assignment as provided for in other sections of this Agreement.
 - s) Perform other duties as requested by County.
2. Education
College or university training is desirable.
3. Experience
Must have at least ten (10) years fire fighting experience, including five (5) years experience with Aircraft/Rescue/Fire Fighting and security services and five (5) years supervisory experience.
4. Skills and Knowledge
- a) Must be certified at the time of hiring as Fire Fighter I, Medical First Responder or equivalent, CPR and AED certified. Must have knowledge and ability to properly understand, operate, and update the airport's computer access control system.
 - b) Must have knowledge of Federal, State, and local laws, regulations, and procedures governing Airport security and ARFF operations, including but not limited to law enforcement, riot control, traffic control, explosives, first aid and maintenance of firefighting equipment.
 - c) Must have knowledge of firefighting and rescue techniques at an airport.
 - d) Must have ability to make decisions under emergency conditions that affect lives, safety and property of others.
 - e) Must have ability to supervise personnel and to direct and coordinate all public safety personnel.
 - f) Must have ability to prepare explicit reports on public safety work.
 - g) Must have ability to establish and maintain relations with other employees, Airport tenants, and the general public.
 - h) Compliant with Section I.B.2.

All required skills, knowledge, experience or certification must comply with terms of Agreement, or be waived in writing by Airport Director.

D. Shift Captain

1. Duties
- a) Under the overall direction of the Chief of Public Safety, the Shift Captain will manage, direct and supervise personnel in all firefighting, lifesaving, security and operations activities at the airport and its facilities.
 - b) Respond to screening checkpoints when notified by TSA, notify other law enforcement agencies as required, and provide intervention as required.
 - c) Able to perform all duties in the job descriptions for both the armed Public Safety Officer and the Fire Fighter.
 - d) Train his/her assigned personnel
 - e) Provide written and verbal performance evaluations to his/her assigned personnel.
 - f) Identify infractions committed by his/her personnel and make recommendations as to corrective action and/or discipline to the Chief.
 - g) Assign duties to personnel as appropriate
 - h) Interview candidates and give a hiring recommendation to the Chief
 - i) Meet minimum staffing requirements
 - j) Direct control of traffic and crowds.
 - k) Ensure surveillance of the terminal and other buildings.
 - l) Ensure maintenance of all public safety equipment and facilities.
 - m) Identify and eliminate Airport safety hazards.
 - n) Ensure fire station Communication Center is staffed and operated as required by 49 CFR 1540 Civil Aviation Security and 49 CFR 1542 Airport Security and FAR Part 139.
 - o) Prepare daily station log and any other reports that may be required.
 - p) Perform duties of the Department Safety Officer if so designated.

- q) Be the Senior Public Safety Officer in the absence of the Chief of Public Safety.
 - r) Affect a smooth transition with the oncoming Shift Captain
 - s) Perform other duties as assigned.
2. Experience
Must have at least five (5) years fire fighting, Aircraft/Rescue/Fire Fighting and Security service experience, and three (3) years of supervisory experience.
3. Skills and Knowledge
- a) Must be certified at the time of hiring as Fire Fighter 1, Medical First Responder or equivalent, CPR and AED certified. Must have knowledge and ability to properly understand, operate, and update the airport's computer access control system.
 - b) Must have knowledge of fire suppression, prevention and combat (tactical) techniques, particularly as applied to the saving of lives and aircraft.
 - c) Must have knowledge of the basic regulations related to fire combat and lifesaving procedures.
 - d) Must have knowledge of the equipment, materials and vehicles required for airport firefighting and lifesaving.
 - e) Must have the ability to direct other personnel while performing the same duties.
 - f) Must have the ability to prepare explicit reports on the handling of routine and emergency duties.
 - g) Must have the ability to maintain morale among other personnel.
 - h) If armed, then Compliant with Section I.B.2.

All required skills, knowledge, experience or certification must comply with the terms of this Agreement or be waived in writing by Airport Director.

E. Shift Lieutenant

1. Duties
- a) Under the direction of the Shift Captain, direct, assist or participate in all firefighting, lifesaving, operations and security activities at the airport and its facilities.
 - b) Conduct training of all shift members to include Part 139 and to include, but not be limited to, coordination of required training in Security, EMS, Wildlife Hazard Management, Winter Operations, and any other topics required in the ACM, ASP, or LOA.
 - c) Coordinate the filing and upkeep of the badging system and files.
 - d) Able to perform all duties in the job description for fire fighter.
 - e) Able to perform all duties in the job description for Public Safety Officer if so assigned.
 - f) Assume the above duties of the Shift Captain as directed by the Chief.
 - g) Perform other duties as assigned
2. Experience
Must have at least three (3) years firefighting, Aircraft/Rescue/Fire Fighting and Security service experience, and two (2) years of supervisory experience preferred.
- The Shift Lieutenant's position shall be staffed internally from existing staff members to ensure continuity is maintained within the Department's Airport Security/ARFF/EMS operational requirements.
3. Skills and Knowledge
- a) Must be certified at the time of hiring as Fire Fighter 1, Medical First Responder or equivalent, CPR and AED certified. Must have knowledge and ability to properly understand, operate, and update the airport's computer access control system.
 - b) Must have knowledge of fire suppression, prevention and combat (tactical) techniques, particularly as applied to the saving of lives and aircraft.
 - c) Must have knowledge of the basic regulations related to fire combat and lifesaving procedures.
 - d) Must have knowledge of the equipment, materials and vehicles required for airport firefighting and lifesaving.
 - e) Must have the ability to direct other personnel while performing the same duties.

- f) Must have the ability to prepare explicit reports on the handling of routine and emergency duties.
- g) Must have the ability to maintain morale among other personnel.
- h) Compliant with Section I.2.B. if so assigned

All required skills, knowledge, experience or certification must comply with the terms of this Agreement or be waived in writing by Airport Director.

F. Armed Public Safety Officer

Duties

- a) Under the direction of the Chief of Public Safety, Shift Captain or the Shift Lieutenant, assist and participate in all firefighting, lifesaving, operations and airport security activities at the airport and its facilities and to do related work as required.
- b) Respond to the screening checkpoint when notified by TSA, notify other law enforcement agencies as required, provide intervention as necessary.
- c) Be able to perform as driver/operator of each fire apparatus assigned to the Airport Public Safety Department.
- d) Operate, and be able to maneuver the fire apparatus into the most optimum position for combating a fire.
- e) Operate pumps, booms, nozzles or similar equipment.
- f) Perform firefighting, rescue, and salvage operations at fires, accidents, or other emergencies.
- g) Be able to perform friction testing on runways and AOA surfaces per GRB FAA approved Snow and Ice Control Plan.
- h) Be able to perform the Airport Self-Inspection Program on a daily basis and document findings.
- i) Be able to perform fuel farm and mobile refueler units inspections per FAR Part 139.321.
- j) Be able to publish NOTAMS and field condition reports per Airport Procedures.
- k) Maintain fire and safety equipment in good working condition.
- l) Make inspections of airport aprons, taxiways, runways, buildings and other structures for the identification and elimination of safety hazards.
- m) Maintain station in a clean, sanitary, and orderly condition.
- n) Prepare reports as required.
- o) Maintain control of traffic and crowds.
- p) Maintain surveillance of the terminal and other buildings and provide general security for the Airport.
- q) Perform other duties as assigned.

2. Experience

At least three (3) armed public safety officer/fire fighters shall have as a minimum three (3) years' experience with aircraft rescue firefighting or structural firefighting skills and security services.

3. Skills and Knowledge

- a) Must be certified at the time of hiring as Fire Fighter I, Medical First Responder or equivalent, CPR and AED certified. Must have knowledge and ability to properly understand, operate, and update the airport's computer access control system.
- b) Must have capacity to acquire skill in the operation, use, and maintenance of firefighting equipment and in the fighting of fires.
- c) Must have ability to maintain order among large groups of persons in emergencies.
- d) Must possess alertness and skill in detecting and recognizing safety hazards.
- e) Must have courage and resourcefulness in emergencies.
- f) Must have knowledge of established rescue methods and first aid treatment.
- g) Must have ability to understand and carry out instructions.
- h) Compliant with Section I.B.2.

All required skills, knowledge, experience or certification must comply with the terms of this Agreement or be waived in writing by the Airport Director.

G. Fire Fighter

1. Duties
 - a) Under the direction of the Chief of Public Safety, Shift Captain, Shift Lieutenant or senior PSO, assist and participate in all firefighting and lifesaving activities at the Airport and its facilities, and perform related work as required.
 - b) Be able to perform as a driver/operator of each fire apparatus assigned to the Airport Public Safety Department.
 - c) Operate and be able to maneuver the fire apparatus into the most optimum position for combating a fire.
 - d) Operate pumps, booms, nozzles or similar equipment.
 - e) Perform firefighting, rescue and salvage operations at fires, accidents, or other emergencies.
 - f) Be able to perform friction testing on runways and AOA surfaces per GRB FAA approved Snow and Ice Control Plan.
 - g) Be able to perform the Airport Self-Inspection Program on a daily basis and document findings.
 - h) Be able to perform fuel farm and mobile refueler units inspections per FAR Part 139.321.
 - i) Be able to publish NOTAMS and field condition reports per Airport Procedures.
 - j) Maintain fire and safety equipment in good working condition.
 - k) Make inspections of Airport aprons, taxiways, runways, buildings, and other structures for the identification and elimination of safety hazards.
 - l) Participate in fire drills and maintain proficiency in the techniques and methods of firefighting.
 - m) Maintain station in a clean, sanitary and orderly condition.
 - n) Prepare reports as required.
 - o) Assist in control of traffic and crowds when required.
 - p) Maintain surveillance of the terminal and other buildings, providing general security of the Airport.
 - q) Perform other duties as assigned.
2. Experience

At least three (3) of the fire fighters shall have as a minimum, three (3) years' experience with Aircraft Rescue/Fire Fighting or structural Fire Fighting services.
3. Skills and Knowledge
 - a) Must be certified at the time of hiring as Fire Fighter I, Medical First Responder or equivalent, CPR and AED certified. Must have knowledge and ability to properly understand, operate, and update the airport's computer access control system.
 - b) Must have the capacity to acquire skills in the operation, use and maintenance of firefighting equipment as well as in firefighting.
 - c) Must have the ability to maintain order among large groups of persons in emergencies.
 - d) Must possess alertness and skill in detecting and recognizing safety hazards.
 - e) Must have courage and resourcefulness in emergencies.
 - f) Must have knowledge of established rescue methods and first aid treatment.
 - g) Must have the ability to understand and carry out instructions.

All required skills, knowledge, experience or certification must be held at time of placement or be waived in writing by the Airport Director.

H. Removal from Service

The Airport Director retains the right at any time to order the Contractor to remove from duty any employee who the Airport Director deems to not be properly trained or in any way deficient or delinquent in any of the terms and conditions of this Agreement. Upon such removal, the Contractor shall replace such removed employee with a qualified individual.

II. CONTINUING TRAINING REQUIREMENTS

The Contractor shall establish and maintain a standardized training and familiarization program for all Public Safety personnel. The Public Safety Chief will be held accountable for all training facets required for the department and shall administer the program in accordance with the recommended practices of the National Fire Protection Association (NFPA Standards 1001 and 1003 Fire Fighter and Airport Fire Fighter Professional Qualifications).

The Public Safety Chief shall supervise the total training program on a scheduled basis and shall submit a monthly training schedule to the Assistant Airport Director of the training to be conducted. Said training schedule shall include an indication of any deviation from the prior month's schedule.

Records indicating the type, extent and dates of training received by each officer shall be maintained in both the individual personnel files and in the daily station log by the Shift Captain.

All files shall be kept up-to-date and available for inspection by the Airport Director and/or Federal Aviation Administration.

The training program shall include daily classroom studies and on-the-job training daily, and shall include, but not be limited to, the following areas of study:

- A. Airport Familiarization.
- B. Aircraft Familiarization.
- C. Rescue and Fire Fighting Personnel Safety.
- D. Emergency Communications systems on the airport, including fire alarms.
- F. Use of the fire hoses, nozzles, turrets, and other appliances required for compliance.
- F. Application of the types of extinguishing agents required for compliance.
- G. Emergency aircraft evacuation assistance.
- H. Fire Fighting Operations.
- I. Adapting and using structural rescue and firefighting equipment for aircraft rescue and firefighting.
- J. Aircraft Cargo Hazards, including hazardous materials/dangerous goods.
- K. Familiarization with fire fighter's duties under the airport emergency plan.
- L. Live Fire Training.
- M. Emergency medical care training shall comply with FAR Part 139.319, (i), (4).
- N. Airport Security Practices.
- O. Tenant interface and support procedures.
- P. Use of Firearms.
- Q. In-service training, 24 hours annually (or as may be amended) for each armed Public Safety Officer of the contractor's Public Safety personnel at Austin Straubel International Airport.
- R. Airport Security Program.

In addition, the Contractor shall provide live fire training for all Contractor personnel as required by FAR Part 139.319. Contractor shall also provide necessary training in fire prevention and the proper use of portable hand fire extinguishers for Airport tenants and other agency personnel.

The Contractor shall provide all necessary training aids, including an up-to-date reference library.

The Contractor shall provide, as a minimum of (8) hours of firearms training annually.

The training program shall also incorporate an ongoing program to require a high level of physical fitness among Public Safety personnel. All personnel are also expected to obtain any additional training required to maintain the appropriate levels of certification or registration required by the job classifications.

III. AIRPORT SUPPLIED MATERIALS

The Airport will furnish and maintain, in accordance with FAA Airport Aircraft/Rescue/ Fire Fighting and Security certification requirements, the following necessary resources:

- A. All Aircraft/Rescue/Fire Fighting and patrol vehicles.
- B. Fuel and oil for all vehicles.
- C. Fire extinguishing agents.
- D. Radios and other communications equipment.
- F. Protective clothing.
- F. Fire and rescue equipment.
- G. Buildings.
- H. Utilities, except non-essential telephones.
- I. Absorbent materials to aid in the collection of fuel and other hazardous materials spills.
- J. Minor housekeeping items such as light bulbs, restroom supplies, and janitorial supplies.
- K. Weapons and ammunition for wildlife management control.
- L. Fuel for live fire drills (not to exceed 1500 gallons).
- M. Miscellaneous administrative supplies.
- N. Uniforms.
- O. Cell phone for Public Safety Chief.
- P. Cell phone for Shift Command Officer (one (1) phone-shared for all shifts).
- Q. Computers, printers, monitors, software, copier/scanner, and fax machine.

All airport-supplied materials shall remain the property of the Airport.

IV. SCOPE OF RESPONSE

The Contractor shall respond to all emergencies of any type which occur on the Airport premises and shall additionally respond to any aircraft emergency which occurs within one (1) mile of the Airport, and shall further respond as directed by the Airport Director or Assistant Director in accordance with the Airport Emergency Plan and/or Security Plan as developed by the Airport, Contractor, and other designated agencies.

Should an emergency dictate, the Contractor shall request assistance from other municipal and governmental agencies as outlined in the Airport Emergency Plan or Airport Security Plan.

V. STATION RECORDS

The Contractor shall develop forms, log books, and other records to ensure that proper entries are made and reports submitted as required by the Airport Director. All such records shall become the property of the Airport.

VI. THIS SECTION INTENTIONALLY LEFT BLANK.

VII. AIR OPERATIONS AREA INSPECTIONS

The Contractor shall inspect the Air Operations Area at least twice daily, once during daylight and once after dark. During these inspections, the Contractor shall identify and remove when possible all debris or other hazards and identify any inoperative runway, ramp way, or taxiway lighting. The Contractor shall also provide braking action test advisories (Bow Monk friction meter readings) to the FAA and Airport personnel as required, and shall provide appropriate bird and animal control measures. Any deficiencies or uncorrected hazards are to be reported to the Airport Director or his representative.

VIII. STATION MAINTENANCE

The Contractor's personnel shall conduct daily station maintenance in accordance with good housekeeping practices. This shall include, but not be limited to the removal of any ice or snow that would interfere with operational effectiveness. Building maintenance will be the responsibility of the Airport.

IX. RADIO USAGE

Radios and other communications equipment installed in Departmental vehicles and building(s) shall be used only in accordance with rules and regulations issued by the Federal Communications Commission, the Federal Aviation

Administration, and the Airport Director. Any irregularity in the use of radio equipment shall be construed as a serious breach of this Agreement.

X. PUBLIC STATEMENTS

It is deemed inappropriate for the Contractor or any of its personnel to issue any public statements directly or indirectly with respect to any incident occurring at Austin Straubel International Airport.

Therefore, the Contractor and his personnel are prohibited from issuing or making any statements of any kind, except when requested and directed to do so by the Airport Director or Assistant Airport Director in the Director's absence.

XI. COMMUNICATIONS CENTER

The Contractor shall ensure that the Communications Center, including the video security system, is properly manned. Contractor shall assure that the video security system is monitored at all times possible consistent with established priorities.

XII. VEHICLE MAINTENANCE

The Contractor shall establish a schedule of daily vehicle inspections, the same being subject to approval by the Airport Director or his/her designee, which shall be conducted by Contractor personnel.

Upon completion of the scheduled inspection, any mechanical malfunction or leak found shall be immediately reported on the Airport's designated form to the established Airport personnel for proper disposition. All inspections and their findings shall be duly recorded in the station log.

In addition, the Contractor shall keep the vehicles in a clean and neat appearance. Major vehicle maintenance shall be the responsibility of the Airport.

The above requirements apply to the following vehicles:

<u>Call Sign</u>	<u>Vehicle Type</u>
Rescue-1	F-550 Rescue and medical support, 350 gal water, 25 gal AFFF
Rescue-2	Oshkosh Striker, 3000 gal. water, 420 gal. AFFF
Rescue-3	Oshkosh Striker, 3000 gal. water, 420 gal. AFFF
Rescue-5	Command Vehicle, 1981 Step Van
Patrol-7	Landside Patrol & Chief's vehicle (Ford Crown Victoria)
Patrol-8	Ramp Vehicle (public safety security patrols, Airport inspections) - (2) F-250

XIII. IDENTIFICATION AND MAINTENANCE

The Contractor shall be responsible for the issuance and maintenance of the airport photo badge identification and security access control system, utilizing equipment and materials supplied by the Airport, under the direction and control of the Assistant Airport Director.

XIV. UNIFORM AND PROTECTIVE CLOTHING

The Contractor shall provide distinctive and functional uniforms for both summer and winter wear. Uniforms shall consist of a cap, jacket, shirt, trousers, and safety shoes. Outerwear, such as overcoats, raincoats, and parkas must be in the same color scheme as the uniforms so that the individual can be easily identified. Personnel shall also wear an identifying badge and name tag.

The Airport will provide aluminized fire protection clothing and structural turn-out gear including boots. The Contractor shall be responsible for repair or replacement of any clothing damaged through neglect or action other than normal wear. Airport

will also provide at 50% of the cost of appropriate body armor for armed Public Safety Officers.

The Contractor shall provide all armed Public Safety Officers with personal weapons for the performance of the public safety function.

XV. MATERIALS PURCHASE AND STORAGE

The Contractor shall store and control on airport property, as designated by the Airport Director, all necessary extinguishing agents, hazardous materials, and such other materials as may be deemed necessary to satisfactorily perform the duties and tasks identified herein.

XVI. CONTRACTOR LIABLE FOR DAMAGE

The County and Contractor shall each maintain policies of insurance in an amount adequate to insure its interests in real and personal property including loss of use. County and Contractor shall each waive any cause of action or right of recovery that it may have or later acquire against each other for loss or damage to real or personal property. This mutual waiver applies only to the extent the party incurring such loss or damage is reimbursed by its insurance carrier.

Contractor is responsible for any negligent damage done to County property and vehicles.

XVII. LICENSES AND PERMITS

All licenses, permits, certificates and registrations applicable to the conduct of this contract shall be procured and paid for by the Contractor at its expense.

XVIII. MISCELLANEOUS DUTIES

The Contractor and his personnel shall perform other miscellaneous duties and tasks as the Airport Director shall direct, provided that such duties and tasks are of a nature that will not result in the incurrence of additional costs in excess of those expressly identified in the Agreement unless such additional costs are adjusted in this Agreement total.

XIX. RIGHT OF ACCESS

The County reserves the right at all times to inspect and audit the Contractor's records to ensure a satisfactory performance as specified herein.

XX. DRUG AND ALCOHOL TESTING

All Contractor's personnel will adhere to the drug and alcohol testing policy established by the Contractor. All Contractor's personnel will be randomly tested for drugs and alcohol in accordance with FAA guidelines.

XXI. SMOKING

Contractor understands and agrees that its personnel are expressly prohibited from smoking in all county buildings, vehicles, and the Air Operations Area (AOA).

XXII. SEAT BELT USE

Contractor's personnel shall wear approved seatbelts in all County vehicles before placing a vehicle in motion, and shall ensure that all passengers wear required restraint devices as required by State Law.

ATTACHMENT B: RFP SCORING

(This attachment is provided for your information only. There is no need to sign or mail it back.)

Responses to this project will be evaluated according to the following:

1. Evaluation Process

The following steps will be observed in the evaluation of the potential vendor document submission:

- Brown County will establish a project scoring team.
- The vendor submission will first be reviewed to determine if all the requirements outlined have been met. Failure to meet the requirements or being over-budget will result in the submission being eliminated from consideration.
- The project scoring team will review all submitted documents received and score in accordance with the predefined scoring methodology.
- Composite scores will be developed summarizing the individual scoring efforts of each selection team member.
- References, oral presentations and/or interviews are optional and determined if required by the scoring team.
- Vendors will be ranked by composite score with the highest score determining vendor award.

2. Scoring Methodology

The following is a summary of the project evaluation factors and the point value assigned to each. These factors will be used in the evaluation of the individual vendor document submission. Points will be awarded on the basis of the following factors:

Scoring Criteria	Points
1. Executive Summary	10
2. Experience	20
3. References	20
4. Financial Condition	20
5. Operating Plan	10
6. Cost	20
Total	100

**Pricing is not shared with the scoring team until after they have submitted their scores to prevent influencing their ability to score the other criteria's.*

3. Scoring Criteria

The evaluation factors to be used in project scoring are described below:

1. **Executive Summary – (1 Page Minimum)** Summarize your Agency's core activities and how your knowledge, skills and abilities will benefit GRB.
2. **Experience** – Proposals shall include a description of the firm's overall experience in providing ARFF and AS to airports. Detail the knowledge, experience and skills that will enable your Agency to provide the services requested. Include any professional certifications held by the Agency.
3. **References:** Complete and submit Attachment D. Document submission will be evaluated based on information obtained from the references provided. Interviews and/or presentation are not required but preferred based on the scoring teams' recommendation
4. **Financial Condition:** Complete and submit Attachment A-3. The scoring team will consider the statement of financial condition.
5. **Operating Plan:** Complete and submit Attachment A-4. This criterion considers the management and personnel policies, personnel assignment description and schedule, emergency response procedures, training, reports, inspections, and corrective action procedures.
6. **Cost** – Document submissions are scored using a formula with the lowest price submitted that is divided by the price of each prospective vendor times the established point value times the weight factor percentage. Pricing will be evaluated on all five (5) years of the contract.

ATTACHMENT C: RFP COST SHEET

(Use of this form is required when submitting your documents; do not submit copy of project details with your submission)

Vendor Information

COMPANY PHYSICAL LOCATION INFORMATION				
Legal Name:				
Address:				
City:		State:		Zip:
Phone:		Fax:		
Federal ID #:		Website:		
COMPANY REMIT INFORMATION (where to send invoice, if different than above)				
Billing Name:				
<i>Name to print on check, if different than above</i>				
Address:				
City:		State:		Zip:
Accounts Payable Contact:		Phone:		
Accounts Payable Email:		Payment Terms:		
CONTACT INFORMATION / SALES REPRESENTATIVE RESPONSIBLE FOR SETTING UP PRESENTATIONS, DEMONSTRATIONS AND/OR INTERVIEWS				
Sales Rep Name:		Sales Rep Title:		
Sales Rep Phone Number:		Sales Rep Email:		
CONTACT INFORMATION / PRIMARY PERSON TO NOTIFY FOR INTENT TO AWARD OR THANK YOU				
Primary Name:		Title:		
Email:				
CONTACT INFORMATION / SECONDARY PERSON TO NOTIFY FOR INTENT TO AWARD OR THANK YOU				
Secondary Name:		Title:		
Email:				
CONTACT INFORMATION / PROJECT MANAGER				
Project Manager Name:		Title:		
Address:		City:		
City:		State:		
Phone:		ZIP:		
Email:		Fax:		

CONTACT INFORMATION / PERSON AUTHORIZED TO SIGN CONTRACT			
Contract Signer Name:		Title:	
Address:		City:	
City:		State:	
Phone:		ZIP:	
Email:		Fax:	

Does your Company accept MasterCard Credit Card for payment? YES NO (Circle one)

Comments:	
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Does your Company accept the Brown County Standard Contract? YES NO (Circle one)

Comments:	
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RFP Pricing

Provide Base Amount and a Not-to-Exceed (NTE) Adjustment Amount for each of the first five (5) years. Costs for contract years 6 through 10 will be negotiated in Year 5.

Year	Base Amount	NTE Adjustment Amount	NTE Total
01/01/2017 thru 12/31/2017			
01/01/2018 thru 12/31/2018			
01/01/2019 thru 12/31/2019			
01/01/2020 thru 12/31/2020			
01/01/2021 thru 12/31/2021			

**All pricing is to be inclusive of all costs including travel and meals.*

COOPERATIVE PURCHASING: Wisconsin statutes establish authority to allow Wisconsin municipalities to participate in cooperative purchasing when the contractors agree to extend their terms to them. Participating in this option allows vendors opportunities for additional sales and municipalities to expedite purchases without additional bidding. Please be aware that your participation is voluntary. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.).

☐ Upon a mutually approved contract, I Agree to make the products or services of this quote/proposal available to other public entities as defined above and as priced, for the period specified within this solicitation.

ATTACHMENT D: RFP REFERENCE DATA SHEET

Provide a list of at least three and not greater than five clients that you are currently providing advertising services of similar scope. Please verify that your contact person listed is accurate and still employed with the company.

Reference #1	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State
Reference #2	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State
Reference #3	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State
Reference #4	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State
Reference #5	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State

ATTACHMENT E: RFP DESIGNATION OF CONFIDENTIAL & PROPRIETARY INFORMATION

(Use of this form is required when submitting proposal)

The attached material submitted in response to this project includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential. Blanket labeling of confidential/proprietary information in headers/footers of documents will not be considered as confidential/proprietary.

Information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request the following pages not be released:

Section

Page #

Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO **PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD BROWN COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE COUNTY'S AGREEING TO WITHHOLD THE MATERIALS.**

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying. The County considers other markings of confidential/proprietary in the proposal document to be insufficient. The undersigned agrees to hold the County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name: _____

Printed Name: _____

Signature: _____

Date: _____

ATTACHMENT F: RFP ADDENDUM(S) ACKNOWLEDGEMENT

(If Addendums exist for this project, please sign and date and send with your bid)

The undersigned acknowledges receipt of the following addenda by checking the box(es) below:

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐

Additional Addenda should be written here:

I have examined and carefully prepared the RFB/RFP/RFQ from the plans and specifications and have checked the same in detail before submitting the RFB/RFP/RFQ to Brown County. Attached is my list of subcontractors along with their respective trades-if applicable.

The Undersigned agrees to the above statement:
Company Name:
Printed Name:
Signature:
Date:

If this RFB/RFP/RFQ is assigned a project number all vendors are responsible to check for addendums, published on our web site at www.co.brown.wi.us, for this project prior to the due date. No notification will be sent when addendums are published unless there is an addendum within three business days of RFB/RFP/RFQ due date.

All vendors receiving initial notification of project and those who register as downloading the project off our web site will be notified by Brown County of all addendums issued within 3 business days prior to due date. If RFB/RFP/RFQ has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. New RFB/RFP/RFQ must be submitted by vendor if addendum affects costs.

Vendors that do not have Internet access are responsible for contacting our purchasing department at 920-448-4040 to ensure receipt of addendums issued.

RFBs/RFPs/RFQs that do not acknowledge addendums may be rejected.

All RFBs/RFPs/RFQs submitted will be sealed. Envelopes are to be clearly marked with required information. Sealed RFBs/RFPs/RFQs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

ATTACHMENT G: RFP APPEALS

(This appeals attachment is for your information only, there is no need to sign or mail it back.)

To: Vendors

RE: Brown County Appeals Process

An appeal refers to a written request from a vendor for reconsideration of vendor selection on a RFB, RFP or RFQ

Appeals may be submitted for the following purchases:

1. the item is a public work project bid under Section 55.52 (29) and 66.29 of the Wisconsin Statutes, or
2. the item price or proceeds is \$5000 or more or the total order is \$10,000 or more, and
3. vendor selection was based on factual errors, or
4. the lowest price or highest proceeds vendor was not selected for RFQ or RFB, or
5. failure by the County or its agents to adhere to the County's policies and procedures or other legal requirements

Appeals shall be submitted in writing and should specify the factual error or policy, procedure or other legal requirement which has been violated. Vendor appeals are to be submitted to the Internal Auditor within 3 business days from the receipt of the rejection letter. Appeals not containing the necessary information or not filed on a timely basis shall be rejected by the Internal Auditor.

If the Internal Auditor determines that an appeal is valid, an appeals hearing shall be convened. A decision on all appeals will be rendered within 5 working days of the date upon which the request for appeal was received. All decisions of the Appeals Committee shall be final. Appeals Committee consists of three people: The Chairman of both the Executive and Administration Committees and the Internal Auditor.

Submit To:	Brown County Internal Auditor 305 E. Walnut St. Rm 102 Green Bay, WI 54301
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ATTACHMENT H: CONTRACT INSURANCE REQUIREMENTS

*(Potential vendors are required to meet the following insurance requirements in order to be awarded a contract.
There is no need to sign or mail it back.)*

Awarded vendor is required to provide a certificate of insurance within three (3) business days of receiving the 'Intent to Award' notice. Certificates are required to be valid and provided annually to Brown County Administration, 305 E. Walnut Street, Green Bay, WI 54301 or EM at BC_administration_purchasing@co.brown.wi.us throughout the contract term.

1. Hold Harmless

Vendor hereby agrees to release, indemnify, defend and hold harmless Brown County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

2. Insurance Requirements

Vendor, Contractor, Tenant, Provider, Organization or other (will be referred as Outside Contractor) shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder are minimum requirements. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin.

The Outside Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a County representative, nor shall any Outside Contractor allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a County representative. Notwithstanding any provisions of this section, and for purposes of this agreement, contractor acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains or to the limits required herein.

Comprehensive General Liability (Occurrence Form)

Products and Completed Operations	
Personal Injury and Advertising Liability	
Independent Contractors / Protective	
Limits of Insurance	\$1,000,000 per occurrence
	\$1,000,000 aggregate

Business Automobile Liability : Covering all owned, hired, and non-owned vehicles

Limits of Insurance	\$1,000,000 per occurrence for bodily injury and property damage
---------------------	--

Excess / Umbrella Liability

Limits of Insurance	\$1,000,000 per occurrence
---------------------	----------------------------

Worker's Compensation Insurance and Employers Liability

State Statutory Workers' Compensation Limits	
Employer Liability	\$100,000 each accident

3. Additional Insured

The Outside Contractor agrees that all liability policies other than professional liability shall name Brown County as additional insured with respects to: liability arising out of activities performed by or on behalf of the vendor/contractor; products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

4. **Adjustment to Insurance Coverage**

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at some time after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

5. **Subcontractor**

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

6. **Waiver of Subrogation**

Insurers shall waive all subrogation rights against Brown County on all policies required under this requirement.

7. **Certificate of Insurance**

The Certificate of Insurance must include:

1. **Additional Insured:** Named as Brown County
2. **Cancellation:** Shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County to include non-renewal, or material change in coverage.
3. **Project Information:** Shall include reference to the contract name and / or RFB number in the description section of the certificate.
4. **Receipt of Certificate:** A valid Certificate shall be issued to "Brown County" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions.
5. **Signature(s):** Shall be issued by companies licensed to do business in the State of Wisconsin or signed by an agent of the State of Wisconsin. Certificates must also bear the signature of the insurer's authorized representative.

The certificate of insurance will be delivered to Brown County prior to the execution of the contract, to the below listed department and address.

Brown County Department of Administration
305 E Walnut Street
Green Bay, WI 54305-23600

8. **Questions**

If any of the insurance requirements cannot be met, please contact the Brown County Risk Manager at (920) 448-6298 to explain what coverage's you are unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on.

ATTACHMENT I: PROFESSIONAL CONTRACT FOR SERVICE TEMPLATE

(This document is provided as a template to potential vendors as a requirement that this document is to be used to contract with the awarded vendor. There is no need to sign or mail it back at this time.)

SEE ATTACHMENT 1 FOR CONTRACT POSTED ON WEBSITE

ATTACHMENT J: ARFF/AS Three (3) Year Cost History

ATTACHMENT J	
ARFF/AS 3 YEAR COST HISTORY	
Year	Cost
2013	\$ 814,898
2014	\$ 820,019
2015	\$ 833,823

**Brown County
Airport
Budget Status Report**
June-16

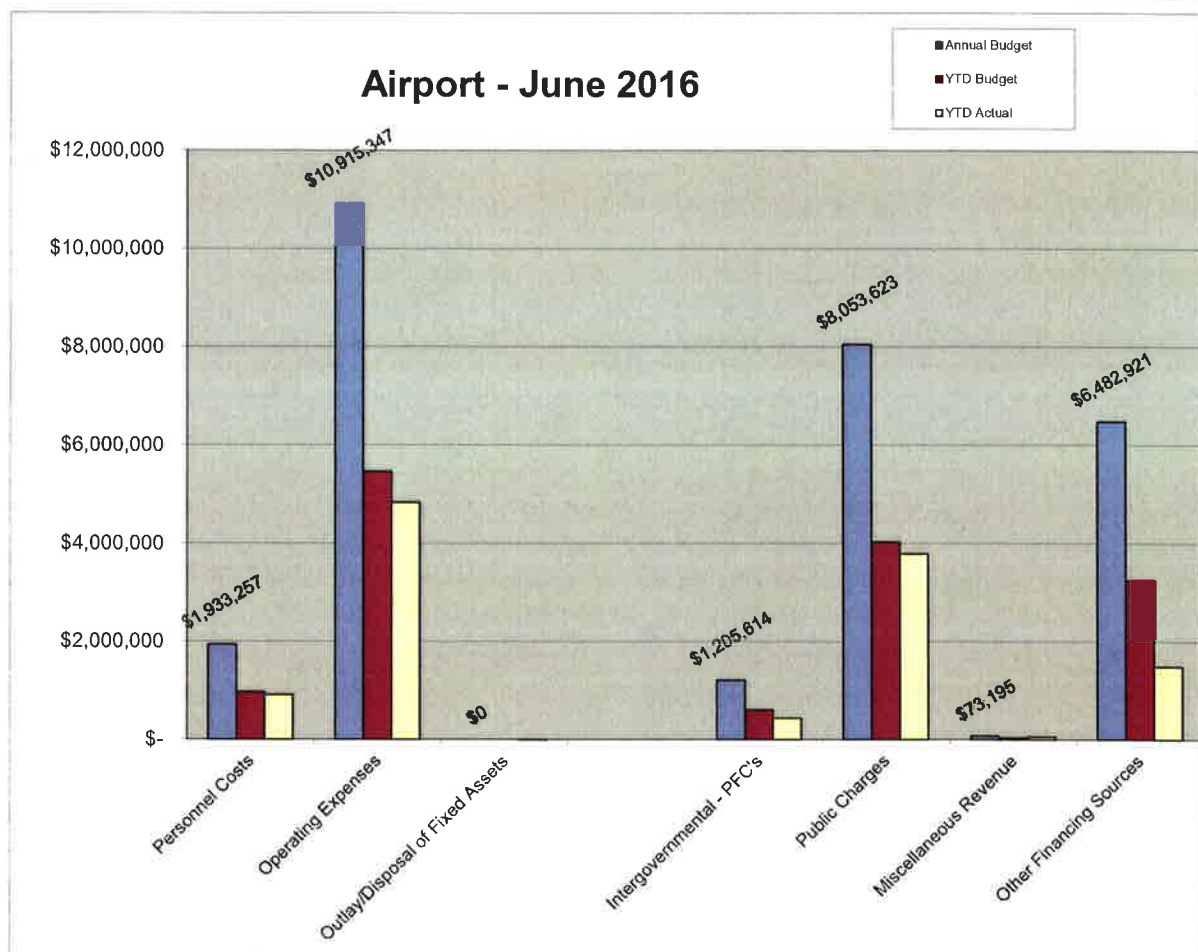
	Annual Budget	YTD Budget	YTD Actual
Personnel Costs	\$1,933,257	\$966,629	\$908,838
Operating Expenses	\$10,915,347	\$5,457,674	\$4,833,733
Outlay/Disposal of Fixed Assets	\$0	\$0	-\$2,290
Intergovernmental - PFC's	\$1,205,614	\$602,807	\$433,336
Public Charges	\$8,053,623	\$4,026,812	\$3,783,275
Miscellaneous Revenue	\$73,195	\$36,598	\$54,760
Other Financing Sources	\$6,482,921	\$3,241,461	\$1,487,043

HIGHLIGHTS

Expenses through the end of June continue to be below budget (\$677,419). Savings have been experienced due to the mild winter, lower fuel and utility costs.

Revenue through June is pretty much on track with the budget. Once again, because Congress did not complete work of the FAA Airport Improvement Program until last week, one grant project may be delayed until 2017.

Thru June	Pax On	% (+/-)
2016	137,931	-5.6%
2015	146,091	



BROWN COUNTY
AUSTIN STRAUBEL INTERNATIONAL AIRPORT

Departmental Openings Summary
To: Planning, Development & Transportation Committee
From: Airport

7/18/2016

Position	Vacancy Date	Reason for Leaving	Fill or Hold	Unfilled Reason
No vacancies at this time.				

July 20, 2016

**AN ORDINANCE TO AMEND SECTIONS 4.49 AND 4.57 OF THE BROWN
COUNTY CODE OF ORDINANCES ENTITLED, RESPECTIVELY, AS “EXTRA
PAY” AND “POLICY”**

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF BROWN DOES
ORDAIN AS FOLLOWS:

Section 1 – Subsection (3) of Section 4.49 of the Brown County Code of Ordinances is hereby deleted in its entirety and replaced with the following:

(3) Emergency Call in Pay for Highway Department Crew & Airport Crew. In the event a non-exempt employee is called in outside of the normal scheduled hours, the employee shall be guaranteed a minimum of two (2) hours of work at time and a half.

Section 2 – Subsection (4) of Section 4.49 of the Brown County Code of Ordinances is hereby deleted in its entirety and replaced with the following:

(4) Call in Pay. In the event a non-exempt employee is called in outside of the normal scheduled hours, the employee shall be guaranteed a minimum of two (2) hours of work.

Section 3 – Subsection (5) of Section 4.49 of the Brown County Code of Ordinances is hereby created to read as follows:

(5) Compensation During Temporary Assignment. A temporary assignment is an assignment for a minimum of ninety (90) days or more, which requires approval by the Human Resources Manager and notification to the County Executive. The Human Resources Manager will recommend the appropriate rate of pay for the temporary assignment. A temporary assignment may not continue beyond six (6) months without approval from the Human Resources Manager.

Section 4 – Subsection (6) of Section 4.49 of the Brown County Code of Ordinances is hereby created to read as follows:

(6) Increased Pay for Work of another Classification. In certain cases an employee is eligible to receive increased compensation while performing the work of another classification:

(a) Foreman or leaderworker duties: If employees assume these duties and work at least one (1) full day at that level.

(b) Training Officer Pay: Perform on the job training and evaluations of new hired employees. (Telecommunicator and Correctional Officer)

Section 5 – Subsection (4) of Section 4.57 of the Brown County Code of Ordinances is hereby deleted in its entirety.

Section 6 – This Ordinance shall become effective upon passage and publication pursuant to law.

Respectfully submitted,

EXECUTIVE COMMITTEE

COUNTY EXECUTIVE

Date Signed: _____

Final Draft Approved by Corporation Counsel

Fiscal Note: This Ordinance does not require an appropriation from the General Fund. The Highway Department has budgeted for time and a half pay in the 2016 budget. The Airport is a proprietary fund and the projected cost is \$2,500 for 2016.

~~4.57 OVERTIME AND COMPENSATORY POLICY.~~

~~(4) In the event a non-exempt employee is called in outside of the normal scheduled hours, the employee shall be guaranteed a minimum of two (2) hours of work.~~

To

4.49 EXTRA PAY (note: please insert and move existing (3), (4), down to (5), (6)...)

(3) Emergency Call in Pay for Highway Department Crew & Airport Crew. In the event a non-exempt employee is called in outside of the normal scheduled hours, the employee shall be guaranteed a minimum of two (2) hours of work at time and a half.

(4) Call in Pay. In the event a non-exempt employee is called in outside of the normal scheduled hours, the employee shall be guaranteed a minimum of two (2) hours of work.

Fiscal Note: This resolution does not require an appropriation from the General Fund. The Highway Department has budgeted for time and a half pay in the 2016 budget. The Airport is a proprietary fund and the projected cost is \$2,500 for 2016.

Planning & Land Services Departmental Openings Summary - July 2016

To: Planning, Development & Transportation Committee

From: Chuck Lamine, Planning Director

Position	Vacancy Date	Reason for Leaving	Fill or Hold	Unfilled Reason
Central Service Specialist	1/4/2016	Retirement	Fill	
Property Analyst	1/5/2016	Retirement	Fill	
Administrative Secretary	3/1/2016	Transferred to the Central Service Specialist position	Fill	
Survey Crew Chief	3/14/2016	Transferred to the Property Analyst position	Fill	
Senior Planner	6/10/2016	Accepted position with the City of DePere	Fill	
Planner I	6/15/2016	Promoted to the Senior Planner position	Fill	

2017 Capital Project 5-Year Outlook Summary
Planning, Development, & Transportation
 As of 7/12/16

Key for Funding Source:

D = Debt Service G = Grants and Aides O = Operating Revenues M = Municipal Funds P = Property Tax GF = General Fund Fund Balance TIF = TIF District S = Stadium District Sales Tax Refund

2017 EXECUTIVE BONDING PROPOSAL AND CAPITAL IMPROVEMENTS PROGRAM (CIP)

DIVISION/ DEPARTMENT	FUNDING SOURCE	DEPT PRIORITY	PROJECT DESCRIPTION	2017	2018	2019	2020	2021	TOTAL
PLANNING, DEVELOPMENT, & TRANSPORTATION:									
Planning and Land Services									
D	D	1	Land Information & Tax Collection System Replacement	774,607	-	-	-	-	774,607
D, TIF	D, TIF	2	Brown County Research & Business Park	-	-	-	-	-	*
Public Works									
D	D	1	Courthouse Dome Replacement	1,790,000	-	-	-	-	1,790,000
D	D	2	Courthouse Chiller Replacement	-	300,000	-	-	-	300,000
D	D	3	Work Release Center Air Handling Unit Equipment Replacement	-	250,000	-	-	-	250,000
D	D	4	Northern Building Exterior Window Replacement	-	-	400,000	-	-	400,000
D	D	5	Law Enforcement Center Six Air Handling Unit Replacement	-	-	-	-	250,000	250,000
D	D	2017-1	CTH D (Hickory Road to Barrington Drive) - Reconstruction	2,167,000	-	-	-	-	2,167,000
D	D	2017-2	CTH D (High Street to Hickory Road) - Reconstruction	2,013,000	-	-	-	-	2,013,000
D/G	D/G	2017-3	CTH HS (Glendale Ave to CTH B) - Surface Maintenance	2,232,000	-	-	-	-	2,232,000
D/P	D/P	2017-5	CTH J (CTH M to Harbor Lights Rd) - Surface Maintenance	552,000	-	-	-	-	552,000
D	D	2017-6	CTH Y (Shady Rd to Old 29) - Surface Maintenance	250,000	-	-	-	-	250,000
D/P	D/P	2018-1	CTH ZZ (Tetzlauff Rd to STH 54) - Reconstruction	175,000	1,715,000	-	-	-	1,890,000
D/G/P	D/G/P	2018-2	CTH ZZ (Bridge Over East River) - Bridge Replacement	10,000	1,396,000	-	-	-	1,406,000
2017-9 /									
D/P/M/G	D/P/M/G	2019-4	CTH EA (Willow Rd to STH 29) - Reconstruction	400,000	-	2,808,000	-	-	3,208,000
2017-10									
D/G/P	D/G/P	2019-7	CTH ZZ (Clay St to 800' South of Meadowlark Rd) - Reconstruction	175,000	-	5,690,000	-	-	5,865,000
2017-13									
D/P	D/P	2019-8	CTH ZZ (800' South of Meadowlark Rd to Tetzlauff Rd) - Reconstruction	460,000	-	4,459,000	-	-	4,919,000
D/P/M/G	D/P/M/G	2020-6	CTH HH (Holmgren Way to Ashland Ave) - Reconstruction	40,607	-	-	2,067,500	-	2,108,107
D	D	2018-5	CTH T (Pipe Street to Highridge Street) - 6' Culvert Replacement	-	250,000	-	-	-	250,000
D	D	2018-7	CTH G (STH 96 to CTH V) - Surface Maintenance	-	1,900,000	-	-	-	1,900,000
D	D	2018-8	CTH T (CTH N to RR) - Reconstruction	-	672,000	-	-	-	672,000
D/P	D/P	2018-9	CTH T (CTH KB to Blahnik Rd) - Reconstruction	-	3,300,000	-	-	-	3,300,000
D	D	2019-1	CTH EE (CTH U to CTH GE) - Surface Maintenance	-	-	350,000	-	-	350,000
D	D	2019-2	CTH JJ (CTH V to Hazen Rd) - Surface Maintenance	-	-	310,000	-	-	310,000
D	D	2019-3	CTH EB (CTH F to CTH EE) - Reconstruction	-	-	605,000	-	-	605,000
D/M	D/M	2019-10	Southern Arterial (CTH F to Lawrence Dr) - Design, Survey, Engineering	-	-	3,000,000	-	1,000,000	7,000,000
D	D	2020-1	CTH IV (CTH P to B/K Line Rd) - Surface Maintenance	-	-	-	3,000,000	-	3,000,000
D	D	2020-2	CTH V (CTH T to CTH IV) - Reconstruction	-	-	-	250,000	-	250,000
D/P	D/P	2020-3	CTH W (County Line to STH 96) - Reconstruction	-	-	-	550,000	-	550,000
D	D	2020-4	CTH PP (STH 96 to CTH W) - Reconstruction	-	-	-	4,000,000	-	4,000,000
D	D	2021-1	CTH J (CTH EB to CTH C) - Reconstruction	-	-	-	2,475,000	-	2,475,000
D	D	2021-2	CTH GV (Hoffman Road to STH 172 Ramps) - Reconstruction	-	-	-	-	400,000	400,000
D	D	2021-3	CTH T (STH 54 to Caledonia Dr) - Reconstruction	-	-	-	-	400,000	400,000
D	D	2021-4	CTH DDD (CTH DD to French Rd) - Reconstruction	-	-	-	-	825,000	825,000
D	D	2021-5	CTH XX (CTH O to RR Tracks) - Reconstruction	-	-	-	-	1,020,000	1,020,000
D/P	D/P	2021-6	CTH PP (Man-Cal Rd to STH 96) - Reconstruction	-	-	-	-	500,000	500,000
D	D	2021-7	CTH O (East River Dr to CTH XX) - Reconstruction	-	-	-	-	2,900,000	2,900,000
D	D	2021-8	CTH OE (Outagamie Rd to Gerrits Rd) - Reconstruction	-	-	-	-	350,000	350,000
D	D	2021-9	CTH GE (STH 172 to STH 54) - Reconstruction	-	-	-	-	270,000	270,000
Planning, Development, & Transportation Total				11,039,214	9,783,000	17,622,000	12,342,500	8,290,000	59,076,714
Less: Non-bond funding sources				(1,765,649)	(1,713,553)	(6,204,053)	(3,462,553)	(1,617,053)	(14,762,861)
Planning, Development, & Transportation Bond Request Total				\$ 9,273,565	\$ 8,069,447	\$ 11,417,947	\$ 8,879,947	\$ 6,672,947	\$ 44,313,853

**Note: This is a RFP 'Draft ONLY Version' of the
Project for Review and Approval.
Project may or may not be published.**

Request for Proposal (RFP)

For

Brown County

**Land Information / Tax Collection System
Replacement**

Project # 2087



***Publish Date:* September 1, 2016**

***Response Deadline:* November 1, 2016**

3:00 PM

CDT

To:

Brown County Purchasing Department

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RFP PROJECT DETAILS

1. General

It is the intent of Brown County to contract with a contractor/vendor, hereafter referred to as the "Contractor" to provide a land information / tax collection system replacement. All contractors are responsible for any addendums issued for this project. When an open project is posted on the Onvia website, Addendum notifications will automatically be sent if potential vendors are registered on the Onvia website. No notification will be sent when addendums are published to the Brown County website.

2. RFP Tentative Project Timeline

Please Note: These dates are for planning purposes. They represent the County's desired timeline for implementing this project. Any revision to the Due Date for submission of project will be made by addendum. All other dates may be adjusted without notice, as needs and circumstances dictate

	Date
Planning, Development & Transportation Committee review and tentative approval of RFP	Monday, July 25, 2016
Full Board review and final approval of RFP	Wednesday, August 17, 2016
RFP Posted	Thursday, September 01, 2016
Questions Due by 3:00pm CDT	Friday, September 30, 2016
Answers Posted by 3:00pm CDT	Friday, October 07, 2016
RFP Responses Due by 3:00pm CDT	Tuesday, November 01, 2016
RFP Scoring Team - Initial Meeting (receive RFP responses to review)	Tuesday, November 08, 2016
RFP Scoring Team - review responses	Tuesday, November 08, 2016
RFP Scoring Team - initial scores due	Monday, November 28, 2016
Purchasing - Summarize initial scores	Tuesday, November 29, 2016
RFP Scoring Team - pick finalists	Friday, December 02, 2016
Purchasing - Schedule finalist demos	Monday, December 05, 2016
Purchasing & Project Mgr - Cost Analysis (ensure apples to apples comparison)	Monday, December 05, 2016
Purchasing - cost scoring completed	Tuesday, January 03, 2017
System Demonstrations	Tuesday, January 03, 2017
RFP Scoring Team - Demo scores due	Friday, January 13, 2017
Reference Checks	Tuesday, January 17, 2017
RFP Scoring Team - Reference Scoring Due	Wednesday, January 25, 2017
Purchasing - summarize all scoring	Thursday, January 26, 2017
RFP Scoring Team - Final Selection (meet to review all scores & discuss results)	Monday, January 30, 2017
Purchasing - communication intent to award to all responding vendors	Monday, January 30, 2017
Contract Negotiation	Wednesday, February 01, 2017
Project to Begin	Tuesday, April 4, 2017
2016 Tax Bills Produced	November, 2017

3. RFP Questions Due: September 30, 2016 at 3:00 PM

Questions-All questions related to this project must be in writing and received by the Brown County Purchasing Department, no later than the due date.

- Questions can be delivered via e-mail to: bc_administration_purchasing@co.brown.wi.us
- Questions MUST be clearly marked in the subject line: "Questions for Project # 2087"

4. RFP Questions & Answers Publish Date: October 7, 2016 at 3:00 PM

Answers - If any questions are received; answers to all written questions will be issued in the form of an addendum.

- Answers will be published on the Brown County website at: www.co.brown.wi.us > Departments > Purchasing > Open Projects
- AND on the Demand Star Onvia website at: http://onviacenter.com/content/demandstar_subscriptions

It is the responsibility of all interested vendors to access the web site(s) for project information. Calls for assistance with the web site can be made to (920) 448-4040.

5. RFP Due Date & Delivery Address Details: November 1, 2016 at 3:00 PM

Responses are due to Brown County Purchasing no later than the Due Date.

Prospective vendors can submit proposals electronically, hand deliver or by mail via DHL, FedEx, UPS, USPS, etc as outlined below:

Emailed proposal must include the following items:

- Be clearly marked in the subject line with perspective project #2087.
- Include 2 separate electronic files:
 - One file named proposal to include proposal excluding any pricing details.
 - The other file named 'pricing' to include the completed *Attachment C: RFP Cost Sheet*.
- Be received, dated & time stamped by the due date and received at the following address:
 - Bc_Administration_Purchasing@co.brown.wi.us
 - A courtesy email response will be generated after due date for receipt of all proposals.
- Emailed proposals also require that six (6) paper copies be sent separately, excluding the pricing details. These are provided to the scoring team. We have no preference as to how the proposals are bound. Proposals can be submitted in a box or envelope, whichever works best. It is neither necessary nor desired to put the required paper copies in their own separate envelopes.
- Delivery address is provided below:

Hand delivered or mailed proposal must include the following items:

- Be clearly marked with project #2087 on the outside of the sealed envelope or box in the lower left hand corner.
- Be in 2 separate Sealed envelopes or boxes as follows:
 - One envelope or box to include six (6) paper copies of the proposal excluding pricing details. It is neither necessary nor desired to put the required paper copies in their own separate envelopes.
 - The other envelope labeled 'pricing' shall include the completed *Attachment C: RFP Cost Sheet*. Envelope can be included in either the box or envelope used to send the proposals (does not need to be sent separately). Only one (1) copy of the cost sheet is required.
- Along with the proposal include one flash drive (no CD's) containing the 2 files as follows:
 - One file named proposal to include proposal excluding pricing details.
 - The other file named 'pricing' and includes the completed *Attachment C: RFP Cost Sheet*.
- Be received, dated & time stamped by the due date and received at the following address:

Delivery Address for DHL, FedEx, Hand
Delivery, Mail, UPS, USPS, etc.

Brown County Clerk
Project 2087
305 E. Walnut St. Room 120
Green Bay, WI 54305-3600

Note: It shall be the responsibility of the sender to ensure proposals arrive by the required due date and time. Any information received after the due date and time will be rejected. When hand delivering project; prospective vendors are encouraged to verify the time on the atomic clock as this is the official time used for the receiving of all information. Time discrepancies between wall clocks, watches, cell phones, etc. will not be honored. Please make sure the outside package is clearly labeled with the project number and description of the project when mailing proposals via a 3rd party delivery service. This ensures the proposal can be applied to the appropriate project.

6. RFP Format & Submission Requirement

Any deviation from these requirements may result in the document submission to be considered non-responsive, thus eliminating the vendor from consideration. The document submission shall include the following attachments:

- **Summary of Company to include:** length of time in business, type of corporation (LLC, Inc. etc.) corporate address, number of employees, number of customers, brief company history, customer support resources (after hours call support, service level agreements, annual customer conference, user groups, etc.). Also explain your software licensing model in this section (seat licenses, concurrent user licenses, site licenses, separate application licenses for test and production systems, etc.).
- **RFP REQUIREMENTS & HARDWARE REQUIREMENTS (Attachment A & B)** - Provide specific procedures and explanations to each requirement in your document submission.
- **RFP COST SHEET (Attachment D)** - Provide attachment listing your price with your document submission in a separate sealed envelope or separate file if submitted via email.
- **RFP REFERENCE DATA SHEET (Attachment E)** – Provide attachment with three (3) to five (5) references with your document submission.
- **RFP DESIGNATION OF CONFIDENTIAL & PROPRIETARY INFORMATION (Attachment F)** – Provide attachment if any of part of your proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. Prices always become public information when quotes/bids/proposals are opened, and therefore cannot be kept confidential.
- **RFP ADDENDUM(S) ACKNOWLEDGEMENT (Attachment G)** - If Addendum(s) exist for this project, please sign and date the attachment and provide with your document submission.

7. Performance or Applicable Payment Bonds

Bonds are not required for this project.

8. RFP Method of Payment

One of two methods:

1. **For Projects That Are To Be Completed Within 60 Days:** Payment is net 30 days from completion and approval of project.
2. **For All Other Projects:** Partial payment may be made. The retainage shall be an amount equal to not more than 5% of the cost until 50% of the work has been completed. At 50% completion, no additional amounts shall be retained and partial payments shall be made in full to the contractor unless the architect or engineer certifies that the job is not proceeding satisfactorily. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, an amount retained may be paid to the contractor.

Payment Terms: Payments may apply as noted in Wisconsin Statute 66.0135. If milestone payments are appropriate they will be defined in the contract. Vendors are strongly encouraged to accept P-Card payments.

Payment for this project will be made on a milestone basis and the milestones and corresponding payment amounts will be specified in the purchase contract.

9. Financial Verification

Vendor verification prior to award: Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means (i.e. Wisconsin Circuit Court Access, UCC) prior to contract award. Brown County reserves the right to reject RFBs/RFQs/RFPs based on information obtained through these background checks if it's deemed to be in the best interest of the County.

10. "Piggyback" Clause

Common purchasing practices in government include cooperative or "piggyback" purchasing among various units of government or municipalities. This contract will be extended, with the authorization of the vendor, to other units of government or municipalities at the same prices and/or discounts and terms and conditions. If another unit of government or municipality decides to use this contract, the vendor must deal directly with the respective unit of government or municipality concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Brown County acts only as the "Contracting Agent" for those public agencies.

11. Other

1. **Cancelled Project Records:** Brown County reserves the right to not disclose records of cancelled project to ensure open and fair competition of future solicitations.
2. **Laws:** All services shall conform to all applicable industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and Standards.
3. **License:** Vendors performing work are required to have a Contractor's License for the state for which the work is to be done. All applicable Licenses for any contractors must be current on the day of Contract execution and throughout the length of the project.
4. **Project Manager:** Vendor shall provide a Project Manager who will act as a single point of contact for Brown County.
5. **Rejection of Document Submission:** Brown County reserves the right to accept or reject any or all submissions and to waive any informality in the document.
6. **Taxes:** Brown County and its departments are exempt from payment of all federal, Wisconsin and local taxes on its purchases except Wisconsin excise taxes.

12. RFP Attachments

- A. **RFP Requirements:** Contractor must adhere to requirements for this project.
- B. **RFP Hardware Requirements:** Contractor must adhere to hardware requirements for this project.
- C. **RFP Scoring**
- D. **RFP Cost Sheet**
- E. **RFP Reference Data Sheet**
- F. **RFP Designation of Confidential & Proprietary Information**
- G. **RFP Addendum(s) Acknowledgement:** Brown County reserves the right to make changes to this project. Any changes in the scope of work shall be mutually agreed upon by the Contractor and the County.
- H. **RFP Appeals**
- I. **Contract Insurance Requirements**
- J. **Professional Contract for Service TEMPLATE:** Contractors submitting documents must review the Professional Contract for Service TEMPLATE. Sections that may be of concern must be identified and an explanation for the objection must be provided with the Vendor document submission. If no objections are raised it shall be expected that the contractor agrees to the terms and conditions as stated.
- K. **Business Needs Assessment**

ATTACHMENT A: REQUIREMENTS

SEE ATTACHMENT 1 FOR REQUIREMENTS POSTED ON WEBSITE

(PLEASE NOTE THERE ARE 2 TABS IN THIS DOCUMENT: INSTRUCTIONS AND REQUIREMENTS)

ATTACHMENT B: HARDWARE SPECIFICATIONS

SEE ATTACHMENT 2 FOR HARDWARE SPECIFICATIONS POSTED ON WEBSITE

ATTACHMENT C: RFP SCORING

(This attachment is provided for your information only. There is no need to sign or mail it back.)

Responses to this project will be evaluated according to the following:

1. Evaluation Process

The following steps will be observed in the evaluation of the potential vendor document submission:

- Brown County will establish a project scoring team.
- The vendor submission will first be reviewed to determine if all the requirements outlined have been met. Failure to meet the requirements or being over-budget will result in the submission being eliminated from consideration.
- The project scoring team will review all submitted documents received and score in accordance with the predefined scoring methodology.
- Composite scores will be developed summarizing the individual scoring efforts of each selection team member.
- References, oral presentations and/or interviews are optional and determined if required by the scoring team.
- Vendors will be ranked by composite score with the highest score determining vendor award.

2. Scoring Methodology

The following is a summary of the project evaluation factors and the point value assigned to each. These factors will be used in the evaluation of the individual vendor document submission. Points will be awarded on the basis of the following factors:

Scoring Criteria	Points
1. Response to System Requirements	35
2. Application Demonstration	25
3. Cost	20
4. References	15
5. RFP Response Quality	5
Total	100

**Pricing is not shared with the scoring team until after they have submitted their scores to prevent influencing their ability to score the other criteria's.*

3. Scoring Criteria

The evaluation factors to be used in project scoring are described below:

1. **Response to System Requirements:** Scored based on responder's ability to meet each requirement. More points would be awarded to responses that comply with a given requirement without need for alternatives, modifications, or 3rd party solutions. The score for each Requirement is also weighted based on priority (more weight given to requirements that have a higher priority).
2. **Application Demonstration:** Scoring is based on system look and feel, ease of navigation, screen design that puts related data on the same screen to reduce the need to navigate to multiple screens, flexibility of application configuration, ease of data look-ups and inquiries, system response time, customizable field labels, reporting tools flexibility and ease of use, etc.
3. **Cost:** Document submissions are scored using a formula with the lowest price submitted that is divided by the price of each prospective vendor times the established point value times the weight factor percentage. Pricing will be calculated for the entire term of the contract.
4. **References:** Scoring based on customer service, responsiveness, willingness to use customer input to enhance the product, system up-time, issue resolution, etc.
5. **RFP Response Quality:** Scoring based on compliance with proposal instructions, thoroughness of responses, clarity of explanations, attention to detail, professionalism, etc.

ATTACHMENT D: RFP COST SHEET*(Use of this form is required when submitting your documents; do not submit copy of project details with your submission)***Vendor Information**

COMPANY PHYSICAL LOCATION INFORMATION					
Legal Name:					
Address:					
City:		State:		Zip:	
Phone:		Fax:			
Federal ID #:		Website:			
COMPANY REMIT INFORMATION <i>(where to send invoice, if different than above)</i>					
Billing Name:					
<i>Name to print on check, if different than above</i>					
Address:					
City:		State:		Zip:	
Accounts Payable Contact:		Phone:			
Accounts Payable Email:		Payment Terms:			
CONTACT INFORMATION / SALES REPRESENTATIVE RESPONSIBLE FOR SETTING UP PRESENTATIONS, DEMONSTRATIONS AND/OR INTERVIEWS					
Sales Rep Name:		Sales Rep Title:			
Sales Rep Phone Number:		Sales Rep Email:			
CONTACT INFORMATION / PRIMARY PERSON TO NOTIFY FOR INTENT TO AWARD OR THANK YOU					
Primary Name:		Title:			
Email:					
CONTACT INFORMATION / SECONDARY PERSON TO NOTIFY FOR INTENT TO AWARD OR THANK YOU					
Secondary Name:		Title:			
Email:					
CONTACT INFORMATION / PROJECT MANAGER					
Project Manager Name:		Title:			
Address:		City:			
City:		State:			
Phone:		ZIP:			
Email:		Fax:			

CONTACT INFORMATION / PERSON AUTHORIZED TO SIGN CONTRACT

Land Information / Tax Collection System Replacement, Brown County Project #2087

Contract Signer Name:		Title:	
Address:		City:	
City:		State:	
Phone:		ZIP:	
Email:		Fax:	

Does your Company accept MasterCard Credit Card for payment? YES NO (Circle one)

Comments:	
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Does your Company accept the Brown County Standard Contract? YES NO (Circle one)

Comments:	
-----------	--

RFP Pricing

SEE ATTACHMENT 3 FOR COST SHEET POSTED ON WEBSITE

(Please note that there are 2 tabs in the document: One-Time Cost and Ongoing-Costs)

**All pricing is to be inclusive of all costs including travel and meals.*

ATTACHMENT E: RFP REFERENCE DATA SHEET

Provide a list of at least three and not greater than five clients that you have recently or are currently providing services for with at least two clients in the public sector and one client from a project that didn't go so well. Please verify that your contact person listed is accurate and still employed with the company.

SEE ATTACHMENT 4 FOR REFERENCE DATA SHEET POSTED ON WEBSITE

ATTACHMENT F: RFP DESIGNATION OF CONFIDENTIAL & PROPRIETARY INFORMATION

(Use of this form is required when submitting proposal)

The attached material submitted in response to this project includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential. Blanket labeling of confidential/proprietary information in headers/footers of documents will not be considered as confidential/proprietary.

Information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request the following pages not be released:

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO **PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD BROWN COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE COUNTY'S AGREEING TO WITHHOLD THE MATERIALS.**

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying. The County considers other markings of confidential/proprietary in the proposal document to be insufficient. The undersigned agrees to hold the County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name: _____

Printed Name: _____

Signature: _____

Date: _____

ATTACHMENT G: RFP ADDENDUM(S) ACKNOWLEDGEMENT

(If Addendums exist for this project, please sign and date and send with your bid)

The undersigned acknowledges receipt of the following addenda by checking the box(es) below:

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐

Additional Addenda should be written here;

I have examined and carefully prepared the RFB/RFP/RFQ from the plans and specifications and have checked the same in detail before submitting the RFB/RFP/RFQ to Brown County. Attached is my list of subcontractors along with their respective trades-if applicable.

The Undersigned agrees to the above statement:
Company Name:
Printed Name:
Signature:
Date:

If this RFB/RFP/RFQ is assigned a project number all vendors are responsible to check for addendums, published on our web site at www.co.brown.wi.us, for this project prior to the due date. No notification will be sent when addendums are published unless there is an addendum within three business days of RFB/RFP/RFQ due date.

All vendors receiving initial notification of project and those who register as downloading the project off our web site will be notified by Brown County of all addendums issued within 3 business days prior to due date. If RFB/RFP/RFQ has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. New RFB/RFP/RFQ must be submitted by vendor if addendum affects costs.

Vendors that do not have Internet access are responsible for contacting our purchasing department at 920-448-4040 to ensure receipt of addendums issued.

RFBs/RFPs/RFQs that do not acknowledge addendums may be rejected.

All RFBs/RFPs/RFQs submitted will be sealed. Envelopes are to be clearly marked with required information. Sealed RFBs/RFPs/RFQs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

ATTACHMENT H: RFP APPEALS

(This appeals attachment is for your information only, there is no need to sign or mail it back.)

To: Vendors

RE: Brown County Appeals Process

An appeal refers to a written request from a vendor for reconsideration of vendor selection on a RFB, RFP or RFQ

Appeals may be submitted for the following purchases:

1. the item is a public work project bid under Section 55.52 (29) and 66.29 of the Wisconsin Statutes, or
2. the item price or proceeds is \$5000 or more or the total order is \$10,000 or more, and
3. vendor selection was based on factual errors, or
4. the lowest price or highest proceeds vendor was not selected for RFQ or RFB, or
5. failure by the County or its agents to adhere to the County's policies and procedures or other legal requirements

Appeals shall be submitted in writing and should specify the factual error or policy, procedure or other legal requirement which has been violated. Vendor appeals are to be submitted to the Internal Auditor within 3 business days from the receipt of the rejection letter. Appeals not containing the necessary information or not filed on a timely basis shall be rejected by the Internal Auditor.

If the Internal Auditor determines that an appeal is valid, an appeals hearing shall be convened. A decision on all appeals will be rendered within 5 working days of the date upon which the request for appeal was received. All decisions of the Appeals Committee shall be final. Appeals Committee consists of three people: The Chairman of both the Executive and Administration Committees and the Internal Auditor.

Submit To:

Brown County Internal Auditor
305 E. Walnut St. Rm 102
PO Box 23600
Green Bay, WI 54305-3600

ATTACHMENT I: CONTRACT INSURANCE REQUIREMENTS

*(Potential vendors are required to meet the following insurance requirements in order to be awarded a contract.
There is no need to sign or mail it back.)*

Awarded vendor is required to provide a certificate of insurance within three (3) business days of receiving the 'Intent to Award' notice. Certificates are required to be valid and provided annually to Brown County Administration, 305 E. Walnut Street, Green Bay, WI 54301 or EM at BC_administration_purchasing@co.brown.wi.us throughout the contract term.

1. Hold Harmless

Vendor hereby agrees to release, indemnify, defend and hold harmless Brown County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

2. Insurance Requirements

Vendor, Contractor, Tenant, Provider, Organization or other (will be referred as Outside Contractor) shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder are minimum requirements. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin.

The Outside Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a County representative, nor shall any Outside Contractor allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a County representative. Notwithstanding any provisions of this section, and for purposes of this agreement, contractor acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains or to the limits required herein.

Comprehensive General Liability (Occurrence Form)

Products and Completed Operations	
Personal Injury and Advertising Liability	
Independent Contractors / Protective	
Limits of Insurance	\$1,000,000 per occurrence
	\$1,000,000 aggregate

Business Automobile Liability : Covering all owned, hired, and non-owned vehicles

Limits of Insurance	\$1,000,000 per occurrence for bodily injury and property damage
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Excess / Umbrella Liability

Limits of Insurance	\$1,000,000 per occurrence
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Worker's Compensation Insurance and Employers Liability

State Statutory Workers' Compensation Limits	
Employer Liability	\$100,000 each accident

Professional Liability

Limits of Insurance	\$1,000,000 per occurrence
	\$2,000,000 aggregate

3. **Additional Insured**

The Outside Contractor agrees that all liability policies other than professional liability shall name Brown County as additional insured with respects to: liability arising out of activities performed by or on behalf of the vendor/contractor; products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

4. **Adjustment to Insurance Coverage**

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at some time after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

5. **Subcontractor**

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

6. **Waiver of Subrogation**

Insurers shall waive all subrogation rights against Brown County on all policies required under this requirement.

7. **Certificate of Insurance**

The Certificate of Insurance must include:

1. **Additional Insured:** Named as Brown County
2. **Cancellation:** Shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County to include non-renewal, or material change in coverage.
3. **Project Information:** Shall include reference to the contract name and / or RFB number in the description section of the certificate.
4. **Receipt of Certificate:** A valid Certificate shall be issued to "Brown County" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions.
5. **Signature(s):** Shall be issued by companies licensed to do business in the State of Wisconsin or signed by an agent of the State of Wisconsin. Certificates must also bear the signature of the insurer's authorized representative.

The certificate of insurance will be delivered to Brown County prior to the execution of the contract, to the below listed department and address.

Brown County Department of Administration
305 E Walnut Street
PO Box 23600
Green Bay, WI 54305-3600

8. **Questions**

If any of the insurance requirements cannot be met, please contact the Brown County Risk Manager at (920) 448-6298 to explain what coverage's you are unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on.

ATTACHMENT J: PROFESSIONAL CONTRACT FOR SERVICE TEMPLATE

(This document is provided as a template to potential vendors as a requirement that this document is to be used to contract with the awarded vendor. There is no need to sign or mail it back at this time.)



BROWN COUNTY PROFESSIONAL STANDARD CONTRACT Template

Scope of Services is attached to this contract.

Project #:	2087
Service Description:	Land Information / Tax Collection System Replacement
Time of Performance:	Completion by Date:
Total Amount of Contract:	Maximum Compensation not to Exceed: \$00

Please mail all invoices to the below address and reference Project number and/or Purchase Order number:

Performance, schedules and invoices will be approved by the following Brown County Contact:	
Beth Rodgers	
Brown County Department:	Technology Services
Address:	111 N. Jefferson St.
City, State Zip:	Green Bay, WI 54301
Phone:	(920) 448-4026
Email:	rodgers_ba@co.brown.wi.us

This Brown County Professional Services Standard Contract ("Contract") is made and entered into on this day of , 20 by and between (the "CONTRACTOR"), and Brown County, a body corporate organized under the Laws of Wisconsin (the "COUNTY") (Collectively referred to as the "parties" or in the singular as the "party").

WITNESSETH:

WHEREAS, the COUNTY, a governmental entity organized and existing as a body corporate pursuant to Wis. Stat. § 59.01, is in the business of providing certain governmental services to the COUNTY and its citizens;

WHEREAS, the CONTRACTOR, is in the business of providing said services and has made express and implied representations to the COUNTY of being capable, experienced and qualified to undertake and personally perform those services as are required in fulfilling all obligations under the terms and conditions of this Contract; and

WHEREAS, relying upon the CONTRACTOR'S above-referenced express and implied representations, the COUNTY now desires to engage and the CONTRACTOR now desires to be engaged as an independent contractor and not as an employee of the COUNTY to perform said services, all in accordance with the terms and conditions of this Contract.

Work shall commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and either: (a) has been notified in writing to commence the Performance of Services; or (b) has received from the COUNTY an original of the Contract that is complete and fully executed.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the CONTRACTOR agree as follows:

1. **REQUIREMENTS:** The CONTRACTOR hereby agrees to be retained by the COUNTY and the COUNTY hereby agrees to retain the CONTRACTOR to perform the services in accordance with the terms and conditions of this Contract, which includes, but is not limited to:
 - A. that the CONTRACTOR is required to do, perform, and carry out in a satisfactory, timely, and proper manner the services delineated in this Contract;
 - B. that the CONTRACTOR is required to comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services under this Contract; and
 - C. that the CONTRACTOR is required to comply with time schedules and payment terms.
2. **SCOPE OF SERVICES:** The CONTRACTOR and its subcontractors, to the same extent as the CONTRACTOR, agree to fulfill its obligations described in the Project Detail Scope of Work, Specifications / Drawings (hereinafter referred to as the "Project"), as well as the addenda attached thereto, copies of both which are attached hereto and incorporated herein by reference.

The total amount of the Contract includes all services, deliverables, and reimbursable expenses as included in attachments. Additional reimbursable fees will not be accepted.

3. **SPECIFIC CONDITIONS OF PAYMENT:** Payment to be due and owed following completion and acceptance of the Project by the COUNTY. Payment will be made within thirty (30) days after receipt of a properly documented invoice, the manner of which is more fully set forth below under "Payment Schedule", but only if completion is deemed satisfactory by the COUNTY.

Payment Terms:	Net 30
Check Payable To:	
Invoice Mailing Address:	
City, State Zip	
Invoice Email Address:	
Invoice Phone Number:	
Federal Tax ID#:	

4. **REPORTS:**

- A. The CONTRACTOR agrees to timely submission of reports as may be required by the COUNTY in its sole discretion.
- B. All reports, studies, analyses, memoranda and related data and material developed during the performance of this Contract shall be submitted to and be the exclusive property of the COUNTY and the COUNTY shall have the right to use them for any purpose without any further compensation to the CONTRACTOR. All of the documents and materials prepared or assembled by the CONTRACTOR under this Contract will not be made available to any individual, agency, public body or organization other than the COUNTY unless legally required otherwise, at which point the CONTRACTOR is obligated to notify the COUNTY of the same in advance thereof.
- C. The documents and materials prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR. If this Contract is terminated, all finished or unfinished documents or materials prepared under this Contract shall be immediately transmitted to the COUNTY upon termination.

- 5. TIME OF PERFORMANCE:** The services to be performed under this Contract are to be undertaken and completed in such sequence as to assure expeditious completion in light of the purpose of this Contract, but in any event all of the services required hereunder shall be completed in a timely fashion and as indicated on the top of Page 1 of this Contract under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies available to the COUNTY, should the Contract not be completed by the date specified herein, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to complete the services and to execute any amendments to this Contract as deemed necessary by the COUNTY.
- 6. CONDITIONS OF PERFORMANCE AND COMPENSATION:**
- A. Performance** - The CONTRACTOR agrees that its work shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.
 - B. Place of Performance** - The COUNTY shall determine the place or places where services shall be provided by the CONTRACTOR.
 - C. Compensation** - The COUNTY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, the maximum as indicated on the top of Page 1 of this Contract under "Total Amount of Contract," inclusive of all expenses. In no event will the total compensation exceed the maximum amount indicated on the top of Page 1 of this Contract. Compensation for services provided under this Contract is contingent upon the approval process set forth in Section 3 "Specific Conditions of Payment" of this Contract under "Specific Conditions of Payment." Section 66.0135, Wis. Stats., will apply to any late payments by the COUNTY, except as provided for by Section 21 "Force Majeure" of this Contract.
 - D. Taxes, Social Security and Government Reporting** - Personal income tax payments, social security contributions and all other governmental reporting, taxes and contributions as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.
 - E. Subcontracting** - The CONTRACTOR shall not subcontract for the performance of any of the services set forth herein without prior written approval obtained from the COUNTY. If any work or service is subcontracted, it shall be specified by written contract or agreement and shall be subject to, and controlled by, each provision of this Contract. The CONTRACTOR shall be as fully responsible to the COUNTY for the acts and omissions of its subcontractors and/or persons either directly or indirectly employed by it, as he is for the acts and omissions of persons directly employed by CONTRACTOR.
- 7. INDEMNIFICATION AND DEFENSE OF SUITS:** The CONTRACTOR agrees to release, indemnify, defend, and hold harmless the COUNTY, its officials, officers, employees, agents and assigns from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by CONTRACTOR, its officers, officials, employees, agents or assigns. The COUNTY does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
- 8. REGULATIONS:** CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.
- 9. SAFETY REQUIREMENTS:** All material, equipment and supplies used or provided to the COUNTY must comply with all safety requirements as set forth by the federal, state and local laws, including but not limited to, the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.
- 10. VENUE AND APPLICABLE LAW:** Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the COUNTY and CONTRACTOR shall submit to the jurisdiction of the Circuit Court for such lawsuits. In all respects, this Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.
- 11. TERMINATION OF CONTRACT FOR CAUSE:** If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates the covenants, agreements or stipulations of this Contract, the COUNTY shall have the right to terminate this Contract by giving written notice, as

provided for in Section 23 "Notices" of this Contract, to the CONTRACTOR of such termination. The written notice shall be provided to the CONTRACTOR at least five (5) days before the effective date of such termination. The COUNTY, in its sole discretion, may allow the CONTRACTOR a reasonable amount of time to cure a breach of the terms of this Contract, if the COUNTY determines that the breach is amenable to a cure. The COUNTY shall not unreasonably withhold such permission. The COUNTY'S decision to allow the CONTRACTOR a reasonable amount of time to cure said breach in one instance does not constitute a waiver of a subsequent breach of the same or any other term of this Contract, nor shall it be deemed to waive the need for further consent or approval from the COUNTY to cure any subsequent breaches, regardless of their nature.

This contract may be terminated by either party for no reason by giving twenty (20) days written notice to the other party of said termination.

In the event that this Contract is terminated for any reason by either party, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the COUNTY, become the property of the COUNTY.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Contract by the CONTRACTOR, and the COUNTY may withhold any payments due the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR shall be determined and recovered.

12. CHANGES: All changes that are mutually agreed upon by and between the COUNTY and the CONTRACTOR, including any increase or decrease in the amount of the CONTRACTOR'S compensation, shall be in writing and designated as written amendments to be attached to this Contract.

13. WAIVER: No provision of this Contract may be waived, unless the waiver is made in writing and is signed by a duly authorized representative of each party. One or more waivers by any party of any term of this Contract will not be construed as a waiver of a subsequent breach of the same or any other term hereof. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

14. PERSONNEL:

A. The CONTRACTOR represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall under no circumstances be deemed employees of or have any contractual relationship with the COUNTY.

B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

15. ASSIGNMENT: The CONTRACTOR shall not assign or transfer this Contract and shall not transfer any interest in it without the prior written consent of the COUNTY. Claims for money due or to become due to the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without COUNTY approval; however, notices of any such assignment or transfer shall be furnished promptly to the COUNTY.

A. **Records:** Establishment and Maintenance of Records - Records shall be maintained by the CONTRACTOR with respect to all matters covered by this Contract. The records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized or required by law. CONTRACTOR will notify COUNTY prior to destroying document(s) and offer the right of refusal.

B. **Documentation of Cost** - All costs of the CONTRACTOR shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract, shall be clearly identified, readily accessible and shall be retained in accordance with the laws of the State of Wisconsin.

16. AUDITS AND INSPECTIONS: In the event that the COUNTY deems it necessary to conduct an audit or inspection, the CONTRACTOR shall, during normal business hours, furnish or make available at a time designated by the COUNTY and in the form required by the COUNTY, information, records and reports regarding powers, duties, activities, organization,

property, financial transactions, method of operation, or any and all other records, reports or information in the CONTRACTOR'S custody or control as deemed pertinent by the COUNTY to this Contract.

The CONTRACTOR shall provide to the COUNTY'S inspectors or auditors access to all property, equipment and facilities in the CONTRACTOR'S custody or control as the inspectors or auditors deem related to the services provided or purchased under this Contract. The CONTRACTOR shall be expected to provide, at the CONTRACTOR'S expense, reasonable time by the CONTRACTOR'S personnel as may be required for the COUNTY'S inspectors or auditors to perform the inspection or audit.

Any information provided to the COUNTY'S inspectors or auditors which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public unless legally required otherwise.

17. NON-DISCLOSURE: For the purposes of this Contract, the parties agree to the following definitions.

Disclosure - The term "Disclosure" shall refer to the party or parties in a position to disclose to the other certain Sensitive and/or Confidential Information which is or must remain the property of the disclosing party.

Recipient - The term "Recipient" shall refer to the party or parties in a position to receive certain Sensitive and/or Confidential Information from the disclosing party that is not to be disclosed or used in violation hereof.

Sensitive and/or Confidential Information - The term "Confidential Information" as used herein means: (1) any Trade Secret of Discloser as defined in the Uniform Trade Secrets Act, Sec. 134.90, Wis. Stats. or any other applicable state or federal trade secrets law; and (2) any non-public information, documentation, and/or devices disclosed or made available by Discloser to Recipient in any form including, but not limited to, all data or know-how either created by Discloser or for Discloser, any information conveyed to Discloser by a third party to which Discloser is bound by a confidentiality agreement not to disclose, the whole or any portion of any technical, scientific, laboratory, experimental or research data, research and development information, information concerning equipment, designs, processes, procedures, formulae, recipes, improvements, customer lists, records, or engineering drawings, documentation and information about products, sales information, formulae, recipes, manufacturing techniques, processes, design of software or hardware, applications or systems, used or developed by Discloser, source codes, other information relating to computer programming, and any information used for the conduct of Discloser's business including, but not limited to, plans, programs, marketing, advertising, sales strategies, policies, costs, pricing, and other financial information.

Sensitive and/or Confidential Information shall also include but shall not be limited to:

- Confidential Information (business or personal) including copyrighted, trademarked or patented information;
- Electronic protected health information (ePHI) protected by Federal HIPAA legislation;
- Intellectual Property (IP);
- Credit card data regulated by the Payment Card Industry (PCI);
- Personal Identity Information (PII);
- Information relating to an ongoing criminal investigation;
- Court-ordered settlement agreements requiring non-disclosure;
- Information specifically identified by this Contract as restricted;
- Other information for which the degree of adverse effect that may result from unauthorized access or disclosure is high; whether in writing or not, which the Discloser discloses to Recipient, including, but not limited to, any information relating to the policies, procedures and administration of the Discloser, its affiliates' or customers' ongoing operations, and personnel. It is the intention of the parties in defining Sensitive and/or Confidential Information that any and all information which in any way relates to Discloser's operations, no matter what the nature thereof, which was disclosed by Discloser or which is developed by either party as part of their services in carrying out the Contract performance reference herein shall be and remain confidential pursuant to this Contract. This includes but is not limited to:
 - Applications for services
 - Account numbers or balances
 - Payment histories
 - Identity of customers
 - Social Security numbers
 - Credit reports or histories
 - Any other financial information regarding Brown County or its customers
 - The terms of this Contract

- HIPAA-related information

Sensitive and/or Confidential Information for purposes of this Contract does not include information that:

- Can be demonstrated to have been published or was otherwise in the public domain before disclosure by Discloser to Recipient;
- Can be demonstrated that, after its disclosure by Discloser to Recipient, is published, or otherwise comes into the public domain through no act or omission by Recipient, by a third party who has a legal right to do so;
- Recipient receives or has received from a third party who as a legal right to disclose it;
- Recipient has in written or physical embodiment form prior to disclosure by Discloser;
- Is independently developed by Recipient without reference to or reliance on Discloser's Sensitive and/or Confidential Information as evidenced by credible written evidence; and
- Becomes subject to the open records mandates of both federal and state law, including but not limited to, Wis. Stats. §§ 19.31 – 19.37.

A. Acknowledgment of Confidential Relationship - The COUNTY is required to ensure the confidentiality of any Sensitive and/or Confidential Information that the CONTRACTOR may have access to or become privy to under the state and federal laws including, but not limited to, HIPAA and the Wisconsin Privacy of Consumer Financial and Health Information, Wis. Administrative Code Ch. INS 25. The CONTRACTOR hereby acknowledges and agrees that any Sensitive and/or Confidential Information disclosed to it by the COUNTY is for the limited purpose of providing services and the CONTRACTOR will maintain the Confidential Information in confidence, and a confidential relationship will arise between the CONTRACTOR and the COUNTY by reason of such submission and/or disclosure. The CONTRACTOR further acknowledges and agrees that the Sensitive and/or Confidential Information of the COUNTY is proprietary to the COUNTY and that any unauthorized disclosure or unauthorized use as more fully set forth herein will cause harm and/or loss to the COUNTY.

B. Use and Disclosure of Sensitive and/or Confidential Information - The CONTRACTOR agrees neither to copy, sell, transfer, publish, disclose, display or otherwise use for its own benefit, nor to disclose to third parties, any Sensitive and/or Confidential Information whether from observation, from any materials submitted or from disclosures by the COUNTY hereunder. The CONTRACTOR further agrees neither to make nor retain any copies of nor directly or indirectly use any process or other proprietary information disclosed to it or any process deceptively similar thereto without the COUNTY'S prior written approval, which the COUNTY may withhold in its sole discretion. In no event shall either party use Sensitive and/or Confidential Information in a way, which violates local, state or federal laws. The duty to protect Sensitive and/or Confidential Information shall survive the termination of this Contract and shall be subject to the open records provisions of both state and federal law.

The CONTRACTOR shall instruct its employees, agents and contractors of their obligations under this Contract and instruct them to use the same care and discretion with respect to the Sensitive and/or Confidential Information as the CONTRACTOR is obligated to use and to not circumvent any security procedures or devices with respect to Sensitive and/or Confidential Information.

C. Title remains with the COUNTY - All innovations, inventions, devices, processes and/or formulas developed by the CONTRACTOR for the COUNTY shall be deemed to be the sole property of the COUNTY. The CONTRACTOR agrees to disclose in writing to the COUNTY any and all formulas, ingredient specifications and descriptions, processing methods, items, ideas or concepts which are directly related to work performed by the CONTRACTOR on behalf of the COUNTY which constitute innovations or inventions developed by the CONTRACTOR either solely or jointly in connection with work performed by the CONTRACTOR at the request of or under any assignment by the COUNTY. The CONTRACTOR also agrees to assign to the COUNTY any and all interest it may have in such inventions or innovations.

D. Indemnification by the CONTRACTOR - The CONTRACTOR agrees to take precautions to avoid wrongful disclosures or use of Confidential Information and will defend, hold harmless and indemnify the COUNTY, its officers, employees, agents and assigns from all losses, liabilities, expenses, claims, actions, damages, suits, fines and costs including reasonable attorney's fees or liability arising from or in connection with such unauthorized use or disclosure. In addition, the CONTRACTOR acknowledges that in the event of a breach or threatened breach of this Contract, irreparable damage will immediately occur to the COUNTY and CONTRACTOR will defend and indemnify the COUNTY, its officers, employees, agents and assigns from all losses, liabilities, claims, actions, damages, suits, fines, costs and expenses, including reasonable attorney's fees, incurred by the COUNTY as a result thereof.

E. Duty of Inquire - If either party has a question concerning whether information qualifies as Sensitive and/or Confidential Information under this Contract, each shall have a duty to inquire whether the information is deemed sensitive and/or confidential before taking any action contrary to this Contract.

For COUNTY inquire to:

County Department:	Corporation Counsel
Mailing Address:	305 E Walnut Street, PO Box 23600
City, State Zip:	Green Bay, WI 54305-3600
Email:	BC_Corporation_Counsel@co.brown.wi.us
Phone:	(920) 448-4006

For CONTRACTOR inquire to:

Contractor:	
Contact Name:	
Mailing Address:	
City, State Zip:	
Email:	
Phone:	

- F. Duty to Safeguard** - Each party shall take all reasonable steps to safeguard any and all Sensitive and/or Confidential Information in their possession. Each party shall ensure, to the extent possible, that access to Sensitive and/or Confidential Information is restricted only to properly authorized employees, agents, officers and/or subcontractors and shall take measures to protect the security of any documentation or computer containing Sensitive and/or Confidential Information.

18. CONFLICT OF INTEREST:

- A.** Interest in Contract - No officer, employee or agent of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.
- B.** Interest of Other Local Public Officials - No member of the governing body of the COUNTY, who exercises any functions of responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- C.** Interest of Contractor and Employees - If the CONTRACTOR is aware or becomes aware that any person described in Section A. or B. of this Contract has any personal financial interest, direct or indirect, in this Contract, the CONTRACTOR shall immediately disclose such knowledge to the COUNTY. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed or subcontracted.

19. DISCRIMINATION PROHIBITED:

- A.** The CONTRACTOR shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state. The CONTRACTOR may refuse to employ individuals based on conviction and arrest records only as allowed by Sec. 111.335, Wis. Stats.
- B.** The CONTRACTOR will cause the foregoing provisions to be inserted into all subcontracts, if any, for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

20. INSURANCE:

- A. The CONTRACTOR shall be solely responsible to meet the CONTRACTOR'S insurance needs as required by the COUNTY during the terms of this Contract or any extension thereof.
- B. The Certificate(s) of Insurance along with an endorsement shall be issued by a company or companies authorized to do business in the State of Wisconsin and shall be satisfactory to the COUNTY. Such insurance should be primary. The CONTRACTOR shall furnish the COUNTY with a certificate of insurance and upon request, certified copies of the required insurance policies. The certificate(s) shall reference the Contract and have an endorsement attached naming the COUNTY, its boards, commissions, agencies, officers, employees and representatives as additional insureds and provide for thirty (30) days advance notice, as provided for in Section 23 "Notices" of this Contract, of any change, cancellation or non-renewal during the term of this Contract.
- C. The CONTRACTOR shall require all subcontractors to be bound by the same insurance requirements as CONTRACTOR and shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s) and approved by the COUNTY.
- D. No payments or disbursements under this Contract shall be made if such proof has not been furnished to the COUNTY. Failure to submit an insurance certificate, as required, can make this Contract void at the COUNTY'S discretion.

21. FORCE MAJEURE:

- A. If the performance of any part of this Contract is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, notice shall be given as soon as practicable to the other party indicating the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of said notice of the Force Majeure Event, this Contract may be terminated by giving written notice.
- B. If the ability of the COUNTY to compensate the CONTRACTOR is delayed by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the COUNTY shall immediately give notice, as provided for in Section 23 "Notices" of this Contract, to the CONTRACTOR of the nature of such conditions and the expected date that compensation will be made. Section 66.0135, Wis. Stats., shall not apply to any late payment by the COUNTY due to circumstances under this Subsection B.

22. OTHER PROVISIONS:

- A. Publicity Releases - The CONTRACTOR agrees not to refer to award of this Contract in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by the COUNTY.
- B. Appropriation of Funds - This Contract is contingent upon annual authorization of funding by the COUNTY governing body. In the event funding is not approved or is terminated, the COUNTY may terminate this Contract by providing forty-five (45) days written notice to the CONTRACTOR.
- C. Independent Contractor Status - This Contract does not in any way create the relationship of joint venture, partnership, principal, third party beneficiary, agent or employer/employee between the CONTRACTOR and the COUNTY, their agents, employees, subcontractors, officers and/or representatives. The CONTRACTOR, its employees, agents, subcontractors, and/or representatives shall not act or attempt to act, or represent itself, directly or by implication, as an agent for the COUNTY or in any manner assume any obligation on behalf of or in the name of the COUNTY.

23. NOTICES: Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested and addressed to the appropriate party as follows:

For COUNTY inquire to:

County Department:	Brown County Purchasing
Mailing Address:	305 E Walnut Street, 5 th Floor, PO Box 23600
City, State Zip:	Green Bay, WI 54305-3600
Email:	BC_Administration_Purchasing@co.brown.wi.us
Phone:	(920) 448-4040

For CONTRACTOR inquire to:

Contractor:	
Mailing Address:	
City , State, Zip:	
Email:	
Phone:	

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee. The above addresses may be changed at any time by the party giving notice in writing to the other party in the manner provided above.

- 24. AMENDMENTS:** This Contract is the entire agreement between the undersigned parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each party, which amendment expressly states that it is the intention of the parties to amend this Contract.
- 25. SEVERABILITY:** The provisions of this Contract are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Contract shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Contract
- 26. CONSTRUCTION:** All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted the document or any portion thereof.
- 27. SIGNATURE AUTHORITY:** The persons signing this Contract warrant that they have been authorized to enter into this Contract by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this Contract.
- 28. "PIGGYBACK" CLAUSE:** Common purchasing practices in government include cooperative or "piggyback" purchasing among various units of government or municipalities. This contract will be extended, with the authorization of the vendor, to other units of government or municipalities at the same prices and/or discounts and terms and conditions. If another unit of government or municipality decides to use this contract, the vendor must deal directly with the respective unit of government or municipality concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Brown County acts only as the "Contracting Agent" for those public agencies.

ATTACHMENT K: BUSINESS NEEDS ASSESSMENT

SEE ATTACHMENT 5 FOR BUSINESS NEEDS ASSESSMENT POSTED ON WEBSITE

*****Continue To Next Page (Signature Page)**

SIGNATURE PAGE

BROWN COUNTY PURCHASING

Dale DeNamur, Senior Buyer

Signature: _____

Date: _____

BROWN COUNTY TECHNOLOGY SERVICES

August Neverman, CIO

Signature: _____

Date: _____

BROWN COUNTY TREASURER

Paul Zeller, Treasurer

Signature: _____

Date: _____

BROWN COUNTY PALS

Chuck Lamine, Director

Signature: _____

Date: _____

BROWN COUNTY EXECUTIVE

Troy Streckenbach, County Executive

Signature: _____

Date: _____

CONTRACTOR

*(To be signed by the person authorized to
legally bind your firm to this contract)*

Vendor
Name: _____

Address: _____

City /
State: _____

Zip Code: _____

Phone: _____

Website: _____

Email: _____

Printed
Name: _____

Signature: _____
(Required)

Title: _____

Date: _____

Distribution:

Original – Purchasing

Copy – Contractor(s)

Copy – Responsible Department(s)

Attachment A

Instructions

All requirements defined as a "Need" must be met or the software application will not be considered.

Wants are prioritized as 1 through 3, with 1 being the most important.

On the Needs and Wants spreadsheets, place an "X" in the corresponding column to indicate how the proposed system meets each requirement and add comments or explanations as necessary. Please do not place an X in more than one column per requirement.

Definitions for Proposal Responses

Complies	Proposed system complies with the requirement.
Does not comply	Proposed system does not comply with the requirement.
Alternative	Proposer recommends an alternative, no-cost way to meet requirement. Proposer must provide explanation in the Comments/Explanation column.
Modification	Proposed system requires a custom modification to comply with the requirement but does not require third party software. Proposer must provide an explanation in the Comments/Explanation column and list additional costs, cross-referencing the requirement, in the Cost Proposal.
Third Party	Proposed system requires third party software to comply with the requirement. Proposer must provide an explanation in the Comments/Explanation column and list additional costs, cross-referencing the requirement, in the Cost Proposal. Within the cost proposal, the third party should be listed under the applicable section.

Land Information/Tax Collection System Requirements

Company Name: _____

Enter an "X" in the appropriate column

Reference Number	Want or Need	Priority	Requirement	Complies	Does Not Comply	Alternative	Modification	3rd Party	Comments / Explanation
Needs									
LEGAL COMPLIANCE NEEDS									
001	Need	n/a	Must enable compliance with the relevant sections in Wisconsin Statutes Chapters 59 (Subchapter VII), 70, 74, 75, 87, 145, 281, and 295.						
002	Need	n/a	Must enable compliance with the relevant sections in Wisconsin Administrative Code SPS 381 through 385, NR115, NR116, and NR135.						
003	Need	n/a	Must enable compliance with Brown County Ordinance Chapters 11, 14, 21, 22, and 23						
004	Need	n/a	Must have the capacity to maintain records of all real property and personal property as defined in WI Statutes						
005	Need	n/a	If credit/debit card transactions are allowed for making tax payments, obtaining permits online, etc.; the application handles payment card transactions in a fully PCI DSS compliant manner.						
GENERAL SYSTEM NAVIGATION AND FUNCTIONALITY NEEDS									
006	Need	n/a	The application must be able to search real property records by parcel nbr, owner name (including partial name), property address, taxing status, land description.						
007	Need	n/a	The application must be able to search personal property records by business name, owner name, and address.						
008	Need	n/a	Ability to maintain the street index to add, delete, and edit streets.						
009	Need	n/a	Must be able to generate an audit trail of activity in system with date/time and operator.						
PROPERTY LISTING NEEDS									
010	Need	n/a	Ability to maintain the parcel legal description for all parcels including current and split properties.						
011	Need	n/a	Ability to change the mailing address for parcel owners.						
012	Need	n/a	Ability to assign multiple Document numbers to a parcel.						
013	Need	n/a	Ability to assign tax or tax exempt status to a parcel.						
014	Need	n/a	Ability to change and update the physical property address.						
015	Need	n/a	Ability to make the property location the mailing address.						
016	Need	n/a	Ability to create new splits or combinations and update existing records.						
017	Need	n/a	Ability to enter parcel relationships.						
018	Need	n/a	Ability to produce parcel removal list by tax year.						
019	Need	n/a	Ability to output data in XML and other formats as required by the WDOR						
TREASURER'S OFFICE NEEDS									
020	Need	n/a	Ability to calculate, bill, and collect real property tax and special assessments for all County, municipal, school district, and other taxing jurisdictions in Brown County.						
021	Need	n/a	Ability to calculate, bill, and collect personal property tax in Brown County.						

Land Information/Tax Collection System Requirements

Company Name: _____

Enter an "X" in the appropriate column

Reference Number	Want or Need	Priority	Requirement	Complies	Does Not Comply	Alternative	Modification	3rd Party	Comments / Explanation
022	Need	n/a	Ability to supply WI DOR with all information regarding tax calculation and collection as required by State statute.						
023	Need	n/a	Ability to accept multiple installments for real property tax.						
024	Need	n/a	Ability to accept multiple installments for personal property tax.						
025	Need	n/a	Ability to process In Rem foreclosures.						
026	Need	n/a	Ability to maintain Tax Increment Financing (TIF) district information.						
ZONING AND PERMITS NEEDS									
027	Need	n/a	Ability to track and maintain POWTS data such as Permit Nbr, Permit Type, Corresponding Parcel Nbr, Owner Name, Township, Plan, Holding Tank Designer, Holding Tank Approval Nbr, State Nbr, Tank Replacement Data, etc.						
028	Need	n/a	Ability to track and maintain Shoreland permits data such as Shoreland Nbr, Shoreland Type, Permit Nbr, Corresponding Parcel Nbr, Owner, etc.						
029	Need	n/a	Ability to track and maintain non-metallic mining data such as Permit Nbr, Permit Type, Corresponding Parcel Nbr, Owner Name, Rate, Unreclaimed Acres, Estimated acres that will be activated in current year, Reclamation Plan, etc.						
030	Need	n/a	Ability to track zoning violations (Violation Type, Date, Notifications, etc.).						
031	Need	n/a	Ability to issue Permit Cards.						
WANTS									
TECHNICAL REQUIREMENTS									
032	Want	1	Application should be based on a SQL 2014 or higher database.						
033	Want	1	Should be based on an open and documented database to allow ad-hoc reporting.						
034	Want	1	If data attachments are allowed, attached documents will be stored in a separate database from the main application database to eliminate database size issues.						
035	Want	1	Application is virtual machine VMWare 6.0 compatible or higher.						
036	Want	1	Internet Explorer version 10 compatible or higher.						
037	Want	1	Separate test, training, and production environments.						
038	Want	1	High availability with primary and secondary servers in separate physical locations.						
039	Want	1	Failover to redundant servers to be automated and unnoticeable by users.						
040	Want	1	Windows Server Datacenter 2012 R2 compatible or higher.						
041	Want	1	Windows 7 compatible or higher.						
042	Want	1	Supports 32 and 64 bit clients.						
043	Want	1	Application is available and without noticeable degradation during routine backups.						
044	Want	1	The source code for the application software, together with the related documentation, will be deposited in an escrow account maintained at a suitable Agent. In the event that the vendor discontinues business operations, the customer will take ownership of the source code and related documentation.						
045	Want	1	Authorized users should have the ability to purge data records as needed.						

Land Information/Tax Collection System Requirements

Company Name:

Enter an "X" in the appropriate column

Reference Number	Want or Need	Priority	Requirement	Complies	Does Not Comply	Alternative	Modification	3rd Party	Comments / Explanation
046	Want	1	A report writing tool such as SSRS (SQL Server Reporting Services) or Crystal Reports is included with the application so customer can develop and schedule custom reports.						
047	Want	1	Application is updated regularly to keep up with Windows updates, programming language updates, database updates, etc.						
048	Want	1	Support for the application is available 5 days per week, 8:00 am to 5:00 pm						
049	Want	2	Support for the application is available 24 hours per day, 7 days per week, 365 days per year.						
050	Want	2	Application is browser based, eliminating the need to maintain the application on user's PCs.						
051	Want	2	Ability to adjust field lengths.						
052	Want	2	Ability to expand the database by adding new fields.						
GENERAL SYSTEM NAVIGATION AND FUNCTIONALITY REQUIREMENTS									
052	Want	1	Searchable database to allow searches by any field or combination of fields.						
053	Want	1	Ability to generate mailing labels on demand in various formats, using custom selection criteria and custom sorting.						
054	Want	1	Ability to identify Land Codes (i.e. residential vs. commercial), School Districts, Sanitary Districts, Sewer Districts, TIF Districts, Other Special Districts, and Assessment Land Class Values.						
055	Want	1	Ability to view recording instrument reference number on-line.						
056	Want	1	Ability to add comments to the parcel to keep a history of correspondence.						
057	Want	1	Ability to interface with Assessment Technologies <u>MarketDrive</u> assessment system.						
058	Want	1	Ability to interface with ESRI ArcGIS system.						
059	Want	1	Ability to interface with Fidlar Technologies Laredo system.						
060	Want	1	Ability to interface with Tyler Systems Logos General Ledger.						
061	Want	1	Ability to interface with WI Department Of Revenue <u>eRETR</u> system.						
062	Want	1	System has code tables for standardizing codes such as street suffix, street prefix, etc. Must be able to maintain and search.						
063	Want	1	General users have ability to view all Code File values but cannot modify them.						
064	Want	1	System user access has role-based security groups with customizable access.						
065	Want	1	Ability for Application Administrator to maintain role-based security access for other users.						
066	Want	1	Application Administrator role has ability to maintain Code File tables.						
067	Want	1	Street Names should allow alias names (County Highway HS vs Velp Ave).						
068	Want	2	The new system screens should display relevant parcel information on a single screen rather than navigating to multiple screens.						
069	Want	2	System has to be designed for public web access (view only) that contains all the parcel data with a reflection of all parcel statuses.						
070	Want	2	System should have a spell-check feature on comments/open text fields.						
071	Want	2	Ability to enter the same name, address, legal description, comments, etc. on multiple records without requiring retyping. This would be used if a single owner purchased multiple parcels.						

Land Information/Tax Collection System Requirements

Company Name: _____

Enter an "X" in the appropriate column

Reference Number	Want or Need	Priority	Requirement	Complies	Does Not Comply	Alternative	Modification	3rd Party	Comments / Explanation
072	Want	3	Ability to track and query the status of municipal assessment file uploads.						
073	Want	3	Ability to maintain an alternate mailing address.						
PROPERTY LISTING REQUIREMENTS									
074	Want	1	Ability to retain historical parcel relationship and history.						
075	Want	1	Ability to retain historical property ownership data and mailing addresses.						
076	Want	1	Ability to maintain multiple property owners (with separate contact information) on a single parcel record.						
077	Want	1	Ability to run ad hoc queries for a broad range of custom data sets. These could be based on in-house use or needs of the public. An example would be a list of all the properties with water frontage that sold in last 5 years at or above the assessed value.						
078	Want	1	Ability to produce Notices of Assessment Changes for assessors by district.						
079	Want	1	Ability to key parcels so they sort alpha-numerically (i.e.: SU-1, SU-2, SU-10, SU-11, SU-100, SU-102).						
080	Want	1	Ability to maintain owner names with prefixes and suffixes for business and personal.						
081	Want	1	Ability to assign property location with street location and zip code.						
082	Want	1	Automated entry of information that is resident on the recording document management system (Laredo). For much of the straight forward conveyances where title, description, taxing status etc. match we should just be able to hit accept.						
083	Want	1	Automated entry of mailing information that is resident on the eETR(or whatever might replace it) system managed by the WDOR.						
084	Want	1	Ability to track parcel parent/ child relationships (splits) and all related data.						
085	Want	1	Ability to get counts of parcel splits by the type.						
086	Want	1	Ability to maintain parcel acreage & square footage in numeric values displayed with the legal description.						
087	Want	1	Ability to report on split parcels including counts.						
088	Want	1	Ability to print parcel removal list and have an archival copy (i.e., fiche, electronic).						
089	Want	1	Ability to record action/event when splitting parcels (New Parcel/Plat, Removal/Combine, etc.)						
090	Want	1	Ability to undo parcel removal and delete history records.						
091	Want	1	Ability for the public to make inquiry into any fields considered public information.						
092	Want	1	Track functions such as Zoning associated with existing parcels to enable tracking retiring parcel numbers. Data associated to parcels being retired need to be seamlessly transferred to the new emerging number which is associated with the Zoning permits						
093	Want	1	Ability to make global changes to individual data fields as needed (example: zip codes, street names, municipal names, etc.).						
094	Want	1	Ability to use aliases to associate nonconforming mailing formats to those acceptable by the Post office. Example: Hwy QQ versus CTH QQ etc.						

Land Information/Tax Collection System Requirements

Company Name: _____

Enter an "X" in the appropriate column

Reference Number	Want or Need	Priority	Requirement	Complies	Does Not Comply	Alternative	Modification	3rd Party	Comments / Explanation
095	Want	1	Ability to link directly from web access of parcel data to display the parcel on the internet GIS site						
096	Want	1	Ability to track percentage of ownership being transferred. Chart of who owns each parcel to allow staff to track fractured or fragmented partial ownership conveyances.						
097	Want	1	Ability to generate parcel counts						
098	Want	1	Ability to reflect recent parcel splits and combinations in real time instead of holding these transactions to process after the tax cycle is complete						
099	Want	1	Ability to generate a Parcels with Current and Split Legals report						
100	Want	1	Ability to assign multiple mailing addresses to parcels, in multiple mailing formats (US postal, international).						
101	Want	1	Ability to maintain comments with user, date, time stamp while maintaining legal.						
102	Want	1	Ability to print Engineering Book, full book, splits only, by parcel range.						
103	Want	2	Ability to track sale date and sale price on each parcel; Sales history viewable with public Land Records Search app.						
104	Want	2	Ability to develop a table of entities (person, corporation, government agency, etc.) that own many parcels. Use the table to populate the address on all the parcel records owned by the entities on that table. Thus, simplifying mailing address maintenance.						
105	Want	2	Ability to generate a District split parcel report.						
106	Want	2	Ability to generate a Changes Count by District report.						
107	Want	2	Ability to generate a Parcels Affected Count by District report.						
108	Want	2	Ability to generate a Parcels to be Removed report.						
109	Want	2	Ability to generate a TIF Parcels by District report.						
110	Want	2	Ability to block any fields not considered public information or confidential.						
111	Want	2	Ability to track parcels and related data removed from the active roll for up to ten years						
112	Want	2	Ability to process an Annexed parcel without duplicating data.						
113	Want	2	Ability to create Statement of Assessment.						
TREASURER'S OFFICE REQUIREMENTS									
114	Want	1	Ability to generate assessor workbooks and rolls for real and personal property						
115	Want	1	Ability to submit an electronic Statement of Assessment to the Wisconsin Department of Revenue						
116	Want	1	Ability to change parcel values via uploads from assessment software (Market Drive is the most widely used in Brown County)						
117	Want	1	Ability to produce real and personal property assessment notices						
118	Want	1	Ability to calculate trial balances for real and personal property. The real trial balance should include assessment totals, land and improvements by tax, TIF, and school districts						
119	Want	1	Ability to enter and track parcel owners in bankruptcy						
120	Want	1	Ability to track and view collected and unpaid real and personal property taxes by district and status (current and redemption) over a selected time period						

Land Information/Tax Collection System Requirements

Company Name:

Enter an "X" in the appropriate column

Reference Number	Want or Need	Priority	Requirement	Complies	Does Not Comply	Alternative	Modification	3rd Party	Comments / Explanation
121	Want	1	Ability to maintain historical land values (minimum 10 years)						
122	Want	1	Ability to create and maintain historical real and personal property tax records including the ability to archive the real property roll with parcel number, owner, legal description, assessment, general tax, special assessment, payments, and status on demand.						
123	Want	1	Ability to maintain a foreclosure data masterfile with owner and lienholder names and addresses per the statutory In Rem foreclosure process						
124	Want	1	Ability to generate customized reports and mailings using tax foreclosure data						
125	Want	1	Ability to update mailing addresses for foreclosure records en masse						
126	Want	1	Ability to assign item numbers to foreclosure records						
127	Want	1	Ability to increase or decrease charges on a property for miscellaneous foreclosure related costs outside of the normal tax bill						
128	Want	1	Ability to generate certificate notices and a master certificate list						
129	Want	1	Ability to accurately calculate and display interest and penalties for delinquent taxes and payoff amounts by month						
130	Want	1	Ability to display outstanding taxes (at least two years for current tax and 10 years for delinquent taxes) and must break-out the general due, special taxes due, lottery credit, charges due, delinquencies, total due, and the bill number						
131	Want	1	Ability to maintain, track, and audit lottery credits for real and personal property parcels and accounts						
132	Want	1	Ability to update real and personal property information including mailing addresses						
133	Want	1	Ability to generate mailing labels in varying formats by various selection criteria and with various sorting criteria on an ad-hoc basis.						
134	Want	1	Ability to track woodland, managed forest land, and private forest crops						
135	Want	1	Ability to print bar code identifier on all tax related documents and ability to read the bar codes with a hand-held scanner.						
136	Want	1	Ability for taxpayers to make payments with mobile applications with credit/debit card via a third party processor						
137	Want	1	Ability to track payment transactions by date, time, drawer, type, operator, range, and payment location						
138	Want	1	Ability to maintain a payment comment field						
139	Want	1	Ability to generate a transaction report showing all transactions for a user/drawer for a given day						
140	Want	1	Ability to track checks processed by a user						
141	Want	1	Ability to cancel taxes						
142	Want	1	Ability to process tax payments						
143	Want	1	Ability to provide web-based, multi-location property tax collection to allow taxpayers to make payments at multiple locations (such as specified banks, City/Village Hall, etc.						

Land Information/Tax Collection System Requirements

Company Name: _____

Enter an "X" in the appropriate column

Reference Number	Want or Need	Priority	Requirement	Complies	Does Not Comply	Alternative	Modification	3rd Party	Comments / Explanation
144	Want	1	Ability to process multiple payments from banks, escrow companies, and third party vendors in batches						
145	Want	1	Ability to void and reprint refund checks						
146	Want	1	Ability to track and generate immediate refund checks						
147	Want	1	Ability to generate Positive Pay data file and reports with the account number, check number, and dollar amount of each check						
148	Want	1	Ability to create customized reports using all collection and parcel/account related data						
149	Want	1	Ability to enter special assessments via uploads from taxing jurisdictions						
150	Want	1	Ability to track special assessments						
151	Want	1	Ability to calculate Ag Fees. The County charges 50¢ per acre for land used for agriculture and it's referred to as the Ag Fee. This special charge is billed separately and if delinquent, it is included on the tax bill. The application must enable the calculation, billing, and collection of this fee.						
152	Want	1	Ability to provide-tax bill information for taxing jurisdictions						
153	Want	1	Ability to generate and print real and personal property tax bills						
154	Want	1	Ability to assign unique bill numbers for real and personal property						
155	Want	1	Ability to generate second installment notices						
156	Want	1	Ability to generate customized real and personal property delinquent tax notices						
157	Want	1	Ability to provide the option of no receipt, an immediate receipt, or batched receipt for tax payments						
158	Want	1	Ability to provide electronic tax roll file for mortgage escrow company taxpayers						
159	Want	1	Ability to generate preliminary and final real and personal property tax rolls.						
160	Want	1	Ability to transfer the delinquent personal property roll data to local municipalities						
161	Want	1	Ability to create the first half tax collection rolls by municipality for settlement						
162	Want	1	Ability to void payments for real and personal property tax and track voids by user						
163	Want	1	Ability to view the current and redemption tax bills and receipts on line						
164	Want	3	Ability to maintain a database of email addresses to email tax bills and receipts						
ZONING AND PERMITS REQUIREMENTS									
165	Want	1	Ability to search zoning properties by name, parcel, internal number and address.						
166	Want	1	Ability to produce notifications and letters relating to POWTS, Shoreland zoning, and non-metallic mining.						
167	Want	1	Ability to produce 3 levels of notifications: 1st, 2nd, and Final.						
168	Want	1	Ability to track annual permit fee payments and issue receipts.						
169	Want	1	Ability to track distribution of fees (county, state, DNR portions).						
170	Want	1	Ability to track permit fee total revenue in order to determine rates for the next year.						
171	Want	1	Ability to retrieve district total information for h.t., mound, conventional, Shoreland, at-grade, in-ground pressure, and overall counts of all POWTS in Brown County.						

Land Information/Tax Collection System Requirements

Company Name:

Enter an "X" in the appropriate column

Reference Number	Want or Need	Priority	Requirement	Complies	Does Not Comply	Alternative	Modification	3rd Party	Comments / Explanation
172	Want	1	Ability to generate pumping reports by h.t., service events on septic tanks & p.u., septic tank manufacturer, installer, or system type.						
173	Want	1	Ability to query POWTS system type breakdown by design (i.e. ez-flow, infiltrator, stone, cell configuration).						
174	Want	1	Ability to maintain a table of POWTS service professionals with pumper code and business name.						
175	Want	1	Ability to maintain public sewer file information for recent real estate transfers including a GIS map lookup with Zoning layers.						
176	Want	1	Ability to cross reference public-private sewer listings showing duplicate parcels that are listed on both public sewer and on private sewer lists in order to audit the lists.						
177	Want	1	Ability to generate POWTS maintenance notices on a monthly basis.						
178	Want	1	Ability to produce maintenance notices for 3-year maintenance of POWTS systems including a first notice, second notice, and final notice.						
179	Want	1	Each time POWTS maintenance notices are produced, the system will generate counts of notices produced by notice type (1st, 2nd, final, total).						
180	Want	1	Ability to produce a single POWTS maintenance notice as needed (for lost cards, early compliance, etc.)						
181	Want	1	Ability to print a single pretreatment letter as needed.						
182	Want	1	Ability to show pretreatment letters sent out with notice dates and how many notices generated cross referenced with zoning permits.						
183	Want	1	Ability to track pretreatment letters generated, compliance met dates, and generate counts and/or lists of systems still requiring pretreatment.						
184	Want	1	Ability to mark parcels as exempt from maintenance requirements and maintenance fees.						
185	Want	1	Ability to query parcels exempt from maintenance requirements or fees.						
186	Want	1	Ability to generate private sewer file letters for an existing system inspection for systems not yet on the maintenance plan.						
187	Want	1	Ability to enter and flag POWTS that are not yet on the maintenance plan.						
188	Want	1	Ability to generate letters on-demand to POWTS owners not yet on the maintenance plan.						
189	Want	1	Ability for Email distribution of permits issued and maintenance requirements.						
190	Want	1	Online reporting system for licensed professionals (i.e. plumbers, pumpers, maintainers) to enter all maintenance reporting requirements for all POWTS and including any holding tank pumping services.						
191	Want	1	Ability for POWTS system service professionals to enter comments regarding a given system (i.e. flag for County follow-up, etc.).						
192	Want	1	Ability to track all non-conforming structures in the floodplain.						
193	Want	1	Ability to query Shoreland permits by community, item, residential structure.						
194	Want	1	System should generate unique permit numbers.						

Land Information/Tax Collection System Requirements

Company Name: _____

Enter an "X" in the appropriate column

Reference Number	Want or Need	Priority	Requirement	Complies	Does Not Comply	Alternative	Modification	3rd Party	Comments / Explanation
195	Want	2	Ability to easily view and update POWTS maintenance compliance records (all Notice Dates plus Date Pumped on a single online screen).						
196	Want	2	Ability to easily view and update conventional septic systems compliance records (all Notice Dates plus Date Maintained and Soil Boring Information on a single online screen).						
197	Want	2	Online permitting system for all sanitary permits submitted, soil test reporting, Shoreland permits, and non-metallic mining.						
198	Want	2	Ability to pay electronically online for receipt of the permits listed above.						
GIS INTERFACE & LAND INFORMATION OFFICE REQUIREMENTS									
199	Want	1	The web-based tax reporting application should have the ability to accept a tax key passed on a URL so that the report for a specific parcel can be efficiently called from GIS and other applications.						
200	Want	1	Ability to maintain data in a way, and provide export functionality, that will enable Brown County to comply with the data reporting requirements described in Wis. State Stat. 59.72(2)(a).						
201	Want	1	Ability for both internal and web users of the tax program to connect directly to the existing GIS on-line mapping application, zoomed to the parcel of interest. This can be accomplished by passing a tax key on a URL similar to http://maps.gis.co.brown.wi.us/geoprime/?#Parcels~TaxParcel.ParcelId=VA-466						
202	Want	1	Ability to connect Esri's ArcGIS software to the vendor's system tables or views. An example is the ability to join the GIS parcel map to land owner names stored in the tax collection system (but not limited to this example-- many data fields must be pulled into GIS via relational database or "join" functionality).						
203	Want	1	Ability to join and relate zoning's POWTS data to the GIS map (similar to the line above) to allow linkage and queries of POWTS data from within ArcGIS.						
204	Want	1	Ability to join and relate zoning's Shore Land Permit information to the GIS map using relational database functionality.						
205	Want	1	Ability to join and relate current & historic parcel and tax information to the GIS map using relational database functionality.						
206	Want	1	Complete database schema descriptions / database dictionary that will enable Brown County staff to find information and hook into tables in order to run reports using programs such as Crystal Reports, Microsoft SSRS and ArcGIS.						
207	Want	1	Ability to export data to Windows programs such as Excel, Access, and other SQL databases. Exports may be automated using SQL Jobs or Windows Scheduler and will populate online Land Records data offerings at http://tinyurl.com/BC-LIO-Downloads . Public Access download file schema must match existing schema: http://tinyurl.com/BC-PublicExport						
208	Want	1	Ability for the system to serve as the "Master Address Database" for Brown County, and store more than one address per parcel. Each address should have a unique ID number.						

Land Information/Tax Collection System Requirements

Company Name:

Enter an "X" in the appropriate column

Reference Number	Want or Need	Priority	Requirement	Complies	Does Not Comply	Alternative	Modification	3rd Party	Comments / Explanation
209	Want	1	Ability to track date of edit & editor name and include a view that allows users to sort and query changes to the database by date						
210	Want	2	Ability to join or relate parcel comments to the GIS map using relational database functionality.						
211	Want	2	System must serve as the "Master Street Name Database" and each street name should have a unique ID that allows joins / relates to other systems including GIS, 911, and Sheriff.						
212	Want	3	Ability to store common names (landmark name such as park name, school name, business name, etc.) with each address						
213	Want	3	Ability to store & track municipal contacts (addressing & zoning administrators, clerks, etc.)						
214	Want	3	Ability to track building characteristics (year built, number of bedrooms, square footage of building, etc)						
215	Want	3	Ability to extract all related data (property, zoning violation, etc.) on demand for Sheriff's Sales						
216	Want	3	Ability for municipality address administrators to update physical address information						

Attachment B

Company Name

**** Please specify OPTIMUM hardware specifications (not minimum) **** If you include minimum, also include OPTIMUM/recommended.

Brown County will, wherever possible, provide server and other computer hardware that fits the requirements as specified by the Proposer. Brown County Technology Services standards are as follows. If these standards cannot be followed, indicate the alternative with details in the Comments column. If Test and Training environments should be separated, please indicate this. Identify OS details such as 32 bit or 64bit. Linux vs Windows 2008 or similar.

- Operating System - Windows Server Datacenter 2012 R2
- Separate production and test/training servers are required
- Server configuration - VMWare 6.0 with primary and secondary servers in separate physical locations connected by County-owned 1Gb/10Gb fiber to provide true high availability
- Load balancing - Citrix Netscalers
- Database -SQL 2014 (note details of any other SQL)
- Backup tool - Symantec NetBackup
- Symantec Antivirus - on every server and client

Recommendation		Comments
Application Server(s) - Production (break out if multiple), insert more rows if necessary		
App Server 1		
Processor		
RAM		
Storage		
App Server 2		
Processor		
RAM		
Storage		

Application Server(s) - Test and Training (break out if multiple), insert more rows if necessary		
App Server 1		
Processor		
RAM		
Storage		
App Server 2		
Processor		
RAM		
Storage		

Database Server - Production (break out if multiple), insert more rows if necessary		
DB Server 1		
Processor		
RAM		
Storage		
Database and version		
DB Server 2		
Processor		
RAM		
Storage		
Database and version		

Attachment B

Hardware Requirements

Company Name _____

** Please specify OPTIMUM hardware specifications (not minimum) ** If you include minimum, also include OPTIMUM/recommended. Brown County will, wherever possible, provide server and other computer hardware that fits the requirements as specified by the Proposer. Brown County Technology Services standards are as follows. If these standards cannot be followed, indicate the alternative with details in the Comments column. If Test and Training environments should be separated, please indicate this. Identify OS details such as 32 bit or 64bit, Linux vs Windows 2008 or similar.

- Operating System - Windows Server Datacenter 2012 R2
- Separate production and test/training servers are required
- Server configuration - VMWare 6.0 with primary and secondary servers in separate physical locations connected by County-owned 1gb/10gb fiber to provide true high availability
- Load balancing - Citrix Netscalers
- Database -SQL 2014 (note details of any other SQL)
- Backup tool - Symantec NetBackup
- Symantec Antivirus - on every server and client

Recommendation

Comments

Attachment B Hardware Requirements

Company Name _____

** Please specify OPTIMUM hardware specifications (not minimum) ** If you include minimum, also include OPTIMUM/recommended. Brown County will, wherever possible, provide server and other computer hardware that fits the requirements as specified by the Proposer. Brown County Technology Services standards are as follows. If these standards cannot be followed, indicate the alternative with details in the Comments column. If Test and Training environments should be separated, please indicate this. Identify OS details such as 32 bit or 64bit, Linux vs Windows 2008 or similar.

- Operating System - Windows Server Datacenter 2012 R2
- Separate production and test/training servers are required
- Server configuration - VMWare 6.0 with primary and secondary servers in separate physical locations connected by County-owned 1gb/10gb fiber to provide true high availability
- Load balancing - Citrix Netscalers
- Database -SQL 2014 (note details of any other SQL)
- Backup tool - Symantec NetBackup
- Symantec Antivirus - on every server and client

Recommendation		Comments
Database Server - Test/Training (break out if multiple), insert more rows if necessary		
DB Server 1		
Processor		
RAM		
Storage		
Database and version		
DB Server 2		
Processor		
RAM		
Storage		
Database and version		
Web Server (if needed)		
Interface Server 1		
Processor		
RAM		
Storage		
Interface Server (if needed)		
Interface Server 1		
Processor		
RAM		
Storage		
Client Computers		
Processor		
RAM		

Attachment B Hardware Requirements

Company Name _____

** Please specify OPTIMUM hardware specifications (not minimum) ** If you include minimum, also include OPTIMUM/recommended. Brown County will, wherever possible, provide server and other computer hardware that fits the requirements as specified by the Proposer. Brown County Technology Services standards are as follows. If these standards cannot be followed, indicate the alternative with details in the Comments column. If Test and Training environments should be separated, please indicate this. Identify OS details such as 32 bit or 64bit, Linux vs Windows 2008 or similar.

- Operating System - Windows Server Datacenter 2012 R2
- Separate production and test/training servers are required
- Server configuration - VMWare 6.0 with primary and secondary servers in separate physical locations connected by County-owned 1gb/10gb fiber to provide true high availability
- Load balancing - Citrix Netscalers
- Database -SQL 2014 (note details of any other SQL)
- Backup tool - Symantec NetBackup
- Symantec Antivirus - on every server and client

Recommendation		Comments
Other Servers and/or Hardware - Identify details for each		
Handheld barcode scanners		

Assumed Customer Hardware - Identify equipment you expect the customer to provide or already have; Assumptions of existing systems and/or hardware

Other Recommendations (if any)

Attachment D
Maintenance / Support for the Next 10 Years

Company Name _____
Project _____

Item	Year	Cost for 9 X 5 Support	Cost for 24 X 7 X 365 Support	Comments
Maintenance / Support Cost	1*			
Maintenance / Support Cost	2			
Maintenance / Support Cost	3			
Maintenance / Support Cost	4			
Maintenance / Support Cost	5			
Maintenance / Support Cost	6			
Maintenance / Support Cost	7			
Maintenance / Support Cost	8			
Maintenance / Support Cost	9			
Maintenance / Support Cost	10			

* Year 1 normally commences 1 year after go-live date.

9 X 5 Support would be 9 hours per day (usually 8 am to 5 pm) on Monday through Friday only.

24 X 7 X 365 Support would be 24 hours per day, 7 days per week, 365 days per year.

Attachment D
RFP Cost Sheet

The vendor must provide detailed pricing showing all costs for hardware, software, installation, training, shipping, program management, services, options, and all other costs necessary to implement the Land Information/Tax Collection System.

Company Name _____

Project _____

Item	Quantity	Cost Per Item	Total Cost	Comments
Equipment:				
<i>Item 1</i>				
<i>Item 2</i>				
<i>Item 3</i>				
<i>Etc.</i>				
Software / Database:				
<i>Item 1</i>				
<i>Item 2</i>				
<i>Item 3</i>				
<i>Etc.</i>				
Professional Services:				
<i>Project Management</i>				
<i>Installation</i>				
<i>Data Conversion</i>				
<i>Interface 1</i>				
<i>Interface 2</i>				
<i>Train-the-Trainer Training Option</i>				
<i>End-User Training Option</i>				
<i>Etc.</i>				

Attachment D RFP Cost Sheet

The vendor must provide detailed pricing showing all costs for hardware, software, installation, training, shipping, program management, services, options, and all other costs necessary to implement the Land Information/Tax Collection System.

Company Name _____
Project _____

Item	Quantity	Cost Per Item	Total Cost	Comments
Travel Expenses:				
Item 1				
Item 2				
Item 3				
Etc.				
Other:				
Item 1				
Item 2				
Item 3				
Etc.				
Grand Total				

Detailed pricing shall be totaled by the Vendor and presented to the County as a full, complete, and final cost for the delivery, installation, and implementation of the Vendor's system. Such final cost shall include any additional costs that this RFP did not anticipate or specify but which the Vendor has determined to be necessary for successful implementation of the proposed system. Furthermore, the successful Vendor shall indemnify and hold harmless the County for any loss or expense incurred by, levied upon or billed to the County as a result of the Vendor's failure to include all costs within its proposal.

**** If additional room is required, please insert rows into the spreadsheet. The Grand Total must include all costs. ****

COOPERATIVE PURCHASING: Wisconsin statutes establish authority to allow Wisconsin municipalities to participate in cooperative purchasing when the contractors agree to extend their terms to them. Participating in this option allows Vendors opportunities for additional sales and municipalities to expedite purchases without additional bidding. Please be aware that your participation is voluntary. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, draining district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s.16.70(8), Wis. Stats.). Check the box below if you agree.

☐ Upon a mutually approved contract, I Agree to make the products or services of this quote/proposal available to other public entities as defined above and as priced, for

RFP Cost Sheet

The vendor must provide detailed pricing showing all costs for hardware, software, installation, training, shipping, program management, services, options, and all other costs necessary to implement the Land Information/Tax Collection System.

Company Name
Project

Item	Quantity	Cost Per Item	Total Cost	Comments
------	----------	---------------	------------	----------

the period specified within this solicitation.

Attachment E References

Company Name: _____

Please provide a minimum of three references for the proposed application. The references must be currently using the proposed application (same version as is being proposed to Brown County).

Government Agency	Contact Name	Job Title	Phone Number	Email Address	Approx Nbr of Parcels in System	Approx Nbr of Annual Tax Bills	Nbr of Years Using System

Attachment K

Business Needs Assessment

**Land Information/Tax Collection System
Replacement**



Contributors:

Planning & Land Services Department – GIS/LIO
Planning & Land Services Department - Planning
Planning & Land Services Department – Property Listing
Planning & Land Services Department - Zoning
Technology Services Department
Treasurer's Office

Version:

1.3 07/18/2016



Land Information/Tax Collection System Replacement **BUSINESS NEEDS ASSESSMENT**

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Land Information/Tax Collection System Replacement BUSINESS NEEDS ASSESSMENT

Introduction to the Project

Purpose of the Business Needs Assessment

This document will be used to determine and document the business needs and technical requirements for new Land Information/Tax Collection System. It will include:

- Project definition, justification, and scope
- A description of the environment and system users that will affect the complexity, sizing, and use of the new system
- Opportunities for improvement
- A description of the existing Land Records application to assist in estimating the level of effort for data conversion
- A prioritized list of system requirements designated as Needs vs. Wants

Project Definition

The Land Information/Tax Collection System is the main revenue generating system for Brown County and it contains the property records that generate the property tax bills. The existing system was developed in-house and is over 30 years old. It is outdated and doesn't meet many of the needs of the taxpayers and dependent departments.

This project will entail purchasing and implementing a Land Information/Tax Collection System to provide:

- Real Estate Tax calculation, bill preparation, and collection tools
- Personal Property calculation, bill preparation, and collection tools
- In Rem delinquent tax collection support documentation
- Property Listing and Land record keeping
- Zoning and permits tracking
- Core source for land information data - the GIS (Geographic Information System) and other County systems will receive addresses and/or other land information from this system, thus adding efficiency and accuracy by centralizing maintenance of land data.

Project Justification

The existing system should be replaced for 4 main reasons:

1. The current system is incapable of modernization due to its basic database structure and the restrictions of its design and user interface capabilities.



Land Information/Tax Collection System Replacement BUSINESS NEEDS ASSESSMENT

2. The current system cannot supply taxpayers with the self-serve land and tax information that they demand.
3. WI Department of Revenue has increased the required complexity of reporting systems to a degree that it is not viable to continually attempt to revamp the old system to comply.
4. Due to the declining market of the platform that the current system runs on, there will be additional costs whether the system is replaced or not.

Project Scope

The Project scope includes replacing the existing Land Records System with a commercial-off-the-shelf (COTS) software application specifically designed to manage tax calculation & collection, property listing & land records, zoning & permit activities. The scope includes:

- Collecting system users' requirements using a business needs assessment
- RFP development
- New application selection and purchase
- Hardware and software installation
- System configuration
- Historical data conversion
- Interface development
- System and interface testing
- Issue resolution
- Process refinement
- Report development
- Documentation
- Training
- Cut-over to the new system
- Decommission of the legacy system

Environment

- Brown County is comprised of 13 townships, 9 villages, and 2 cities.
- The County seat and largest city is Green Bay.
- The land area in Brown County is 529.71 square miles.
- Over 101,000 parcels are tracked and each parcel has many records associated with it including historical information.



Land Information/Tax Collection System Replacement BUSINESS NEEDS ASSESSMENT

- Over 11,000 Private Onsite Wastewater Treatment System (POWTS) records are tracked.
- 3,300 Shoreland permit records are tracked.
- 96,621 Real Estate Tax bills are produced per year.
- 6,526 Personal Property bills are produced per year.
- 250 IN REM properties are processed per year.
- All municipal and county taxes are collected and processed centrally by the County Treasurer's Office.
- Brown County does not have County-wide land use zoning.
- Brown County tracks amendments to ESAs (Environmentally Sensitive Areas) and SSAs (Sewer Service Areas), often on a per-parcel level.
- Property addresses are assigned at the municipal level and reported to the County
- Municipal assessors make the real property assessment determinations and report the data to the County. Most of the municipal assessors in Brown County use MarketDrive.
- For Personal Property assessments, municipal assessors determine the assessed value and report it to the County.
- The GIS application used by Brown County is ESRI ArcGIS. Most users are using Desktop version 10.1 but some may be using Desktop 10.2. The database is an ArcSDE geodatabase server (version 10.1) which connects to Microsoft SQL Server 2008. The web mapping application server is at version 10.2. The plan is to bring all to the same level (version 10.4) before the Land Information/ Tax Collection System Replacement Project begins.
- At this time, the 9-1-1 Computer Aided Dispatch (CAD) system receives address updates from the GIS System on a regular basis. There are several other County systems using address data that are maintained separately. The plan is to build interfaces so all address data will be maintained in only one system (Land Information/Tax Collection System) and will feed the other systems.
- Register of Deeds currently uses Fidlar Technologies products including Avid, Laredo & Tapestry for Document filing



Land Information/Tax Collection System Replacement **BUSINESS NEEDS ASSESSMENT**

System Users

Department/Agency	Users	User Count	Purpose
Brown County Treasurer's Office	All department staff	15	Real estate and personal property tax calculation, bill preparation, tax collection, reporting to WI DOR.
Brown County Planning & Land Services (PALS)	Property listing staff	9	Property listing maintenance, maintenance of legal descriptions of real property, processing parcel splits and consolidations.
Brown County Planning & Land Services (PALS)	Zoning staff	6	Issuance and tracking of permits, tracking of zoning compliance, tracking POWTS maintenance, reporting to WI DSPS.
Brown County Planning & Land Services (PALS)	GIS/LIO staff	2	Maintain mapping and other land information, ensure interface to GIS is working properly, audit address information to ensure accuracy.
Brown County Planning & Land Services (PALS)	Planning	4	Inquiry of parcel or zoning information.



Land Information/Tax Collection System Replacement **BUSINESS NEEDS ASSESSMENT**

Department/Agency	Users	User Count	Purpose
Brown County Register of Deeds Office	Most staff	12	Research on tax roll, property owner mailing address changes, historical research on ownership and documents, etc.
Other Brown County Departments	As needed	4 concurrent	Inquiry for research of ownership, legal description, etc., inquiry of Agriculture Fees and payments
All cities, villages, and townships within Brown County	Clerk/Treasurer or other Staff	50	Enter tax rates and special assessments, run labels and reports, inquire about payment information
n/a	Property owners, business owners, development professionals, & real estate professionals within Brown County	Thousands	Web inquiries on tax and assessment information, tax payments, inquiries on zoning and permits, request permits online, etc.
Municipalities	Property Assessors	24	Inquire on property listing information, send or enter assessment information
Large mortgage lending institutions of Brown County property owners	Escrow account payment personnel	10 Banks or mortgage companies	Inquire on real property tax amounts due; make tax payments in one lump sum.



Land Information/Tax Collection System Replacement **BUSINESS NEEDS ASSESSMENT**

Department/Agency	Users	User Count	Purpose
Tax Payment Locations	Authorized personnel	40 locations	Enter collection data

Opportunities for Improvement

There have been numerous industry advancements in Land Information and Tax Collection system functionality since Brown County built the existing system. Examples of functionality that can be gained with new systems include:

Technology Architecture Advances

- Elimination of redundant data and related labor in property listing, register of deeds, and zoning
- Ability to build security access roles and assign users to roles, thereby standardizing security access, enabling separation of duties, enabling an application administrator to maintain all access without IT, and enabling security access reviews/audits.
- Technology advances in high availability systems with mirrored secondary servers in a separate physical location that can take over automatically if the primary servers go down

Application Administration Advances

- System user security access defined by role that can be maintained by a non-technical "super user".
- Code tables that force entries of items like street prefix and suffix information to be in a standard format.

Treasurer Office Function Advances

- Tax payments can be made with a defined "shopping cart" method to ensure the correct parcel is being paid
- Official receipts and bills can be viewed and printed from home
- More historical tax data could be available
- Payment information can be viewed in real-time
- Automation could add efficiencies over manual entry of thousands of online tax payments and uploading bank payment batches
- User-friendly reporting capabilities
- Web portals could allow municipal Clerk/Treasurer staff to enter tax rates and special assessments directly into the system creating efficiencies and reduction of potential tax bill errors



Land Information/Tax Collection System Replacement BUSINESS NEEDS ASSESSMENT

- More dynamic tax payment collection options, online and non-traditional outlets, libraries, town halls, etc.

Property Listing Advances

- Elimination of redundant data entry through interfaces with the WI DOR eRETR and Register of Deeds document management systems
- Expansion of search and sorting capabilities for both staff and the general public
- Better integration with other accounting packages like Logos for receipting, etc.
- Better integration with GIS applications
- Better integration with assessment/appraisal software

Zoning and Permits Advances

- Permit fees are often collected online with credit/debit cards
- POWTS service providers often have a means to update maintenance records on-line instead of being required to appear in person at the Zoning office or mail in forms.
- Zoning and Permits systems are often integrated with other systems that contain some of the same information such as Property Listing and Real Property Tax Collection systems.
- Newer systems may be capable of remote entry by staff in the field for things like permitting and inspection reports.
- Reduce risk of possible loss of records in a disaster.

Current Land Records System

In order to assist in the estimation of effort for converting historical data from the existing Land Records system to a new one, this section describes the system currently in use at Brown County.

- The current system is over 30 years old and runs on an iSeries (AS/400) V6R1 platform.
- The database is DB2.
- The Zoning and Personal Property databases are separate from the main Land Records Database, and there is a batch job that is run to synchronize the shared information from Land Records to the Zoning database on demand.



Land Information/Tax Collection System Replacement **BUSINESS NEEDS ASSESSMENT**

- There are approximately 46 tables in the Real Property database, 17 tables in the Personal Property database, and 13 tables in the Zoning database.
- The Real Property Records database contains approximately 101,546 parcel records.
- The Personal Property database contains approximately 7,500 property records.
- The Zoning database contains approximately 11,000 POWTS records and 3,300 Shoreland records.
- Parcel Numbers are never re-used; they are retained for historical reasons.
- The system is limited to one owner name per parcel so multiple owner parcels are entered as "John Doe et al" or married couples as "Smith, John & Jane" (both 1st names are in the one field).

System and Proposal Requirements

Need and Want Definitions

A "Need" for the Land Information/Tax Collection system is a feature that enables the essential functionality (see essential functions listed below) of that system.

If any Needs are not met by a proposal, that proposal will be disregarded.

"Wants" for these systems are any requirements that are not defined as "Needs". "Wants" will be prioritized 1, 2, or 3 with 1 being the most important and 3 being the least important.

Essential Functions for Tax Collection

- System must maintain records of all real property in Brown County
- System must comply with relevant sections of Wisconsin Statute Chapters: 70, 74, and 75.
- System must enable Brown County to collect Real Property state, municipal, school district and special district taxes as well as special assessments
- System must enable Brown County to collect Personal Property state, municipal, school district and special district taxes



Land Information/Tax Collection System Replacement **BUSINESS NEEDS ASSESSMENT**

- System must support In Rem delinquent tax collection
- System must allow municipal entities to enter tax rates and special assessments directly into the system or feed the data in via a batch load

Essential Functions for Property Listing

- System must maintain records of all real property in Brown County
- Parcel record keeping must comply with relevant sections of Wisconsin Statute Chapters 59 (Subsection VII), 70, and 74.

Essential Functions for Zoning and Permits

- System must comply with relevant sections of Wisconsin Statute Chapters: 59 (Subsection VII), 87, 145, 281, and 295.
- System must provide a means to track Private Onsite Wastewater Treatment Systems (POWTS) as outlined in Wisconsin Administrative Code Chapter SPS 381 through 385, NR115, NR116, and NR135.
- System must comply with relevant sections of Brown County Ordinance Chapters 11, 14, 21, 22, and 23.
- System must allow septic system service providers to update service data in the system without being required to fill-out a form and mail it or appear in person in the PALS office.
- System must provide a means to issue and track sanitary permits.
- System must provide a means to track sanitary permit fees and groundwater fees.
- System must provide a means to track inspections.
- System must provide a means to track permits.
- System must provide a means to generate summary reports of permits issued in a format acceptable to the WI Department of Safety and Professional Services (DSPS).

Proposal Expectations

RFP responders need to indicate the level of compliance for each requirement listed in **Attachment A** by placing an X in the appropriate column. A Comments/Explanation column is included for any further explanations responders may want to provide. Please refer to the instructions in Attachment A for further information.

On **Attachment B**, RFP Responders should list the optimum (not minimum) server and PC hardware requirements to implement the system. The County will



Land Information/Tax Collection System Replacement **BUSINESS NEEDS ASSESSMENT**

procure all hardware necessary for the system according to Vendor specifications. The plan is to implement primary servers in one location and secondary (mirrored) servers in another location, with automatic failover to ensure true high availability.

Attachment D is for cost proposals. Prices quoted should represent fully installed and tested systems and equipment, including all costs such as licenses, labor, consulting, materials, travel, and training.

For training costs, please quote both Train-the-Trainer and User-Training options.

For ongoing maintenance/support costs, please quote both 5x9 and 24x7x365 support costs.

There are two tabs in the Cost Sheet (Attachment D): One-Time-Cost and Ongoing-Costs.

System Requirements

See Attachment A for a detailed list of the system requirements and instructions for completing the form. There are two tabs in the spreadsheet: Instructions and Requirements.

Acronyms and Terminology

Terms or acronyms used within this document or in any attachments.

Term or Acronym	Definition
ESA	Environmentally sensitive areas
GIS	Geographic Information System – designed to capture store, manipulate, analyze, manage, and present all types of spatial or geographical data.
H.T.	Holding Tank – a component of some septic systems
LIO	Land Information Office – a division of the PALS department specializing in designing, coordinating, implementing, and maintaining land information using GIS.



Land Information/Tax Collection System Replacement **BUSINESS NEEDS ASSESSMENT**

Term or Acronym	Definition
PALS	Planning and Land Services – Brown County department that handles planning (transportation, land use, natural resources, local assistance to municipalities, economic development, and housing), property listing, zoning, permits, geographic mapping, and maintenance of land information.
POWTS	Private Onsite Wastewater Treatment System
PCI DSS	Payment Card Industry Data Security Standard – a proprietary information security standard for organizations that handle branded card brands and administered by the Payment Card Industry Security Standards Council.
Positive Pay	An automated fraud detection tool offered by most banks. It is a service that matches the account number, check number, and dollar amount of each check presented for payment against a list of checks previously authorized and issued. All three components of the check must match exactly or it will not pay.
P.U.	Pretreatment Unit – a component of some septic systems
Redemption	Prior years' unpaid taxes that have had a Tax Certificate assigned.
RFP	Request for Proposal – a formal purchasing process by which a product or service is selected based on pre-determined scoring criteria.
SSA	Sewer service areas
Tax Certificate	A certificate of claim against a property that has a lien placed upon it as a result of unpaid property taxes.
TID	Tax Incremental District – districts established in order to use TIF to improve the value of property in and near the district.
TIF	Tax Incremental Financing – public financing method used as a subsidy for redevelopment, infrastructure, or other community improvement projects.
WI DOR	Wisconsin Department of Revenue
WI DSPS	Wisconsin Department of Safety and Professional Services

**Brown County - Planning
Budget Status Report
June 30, 2016**

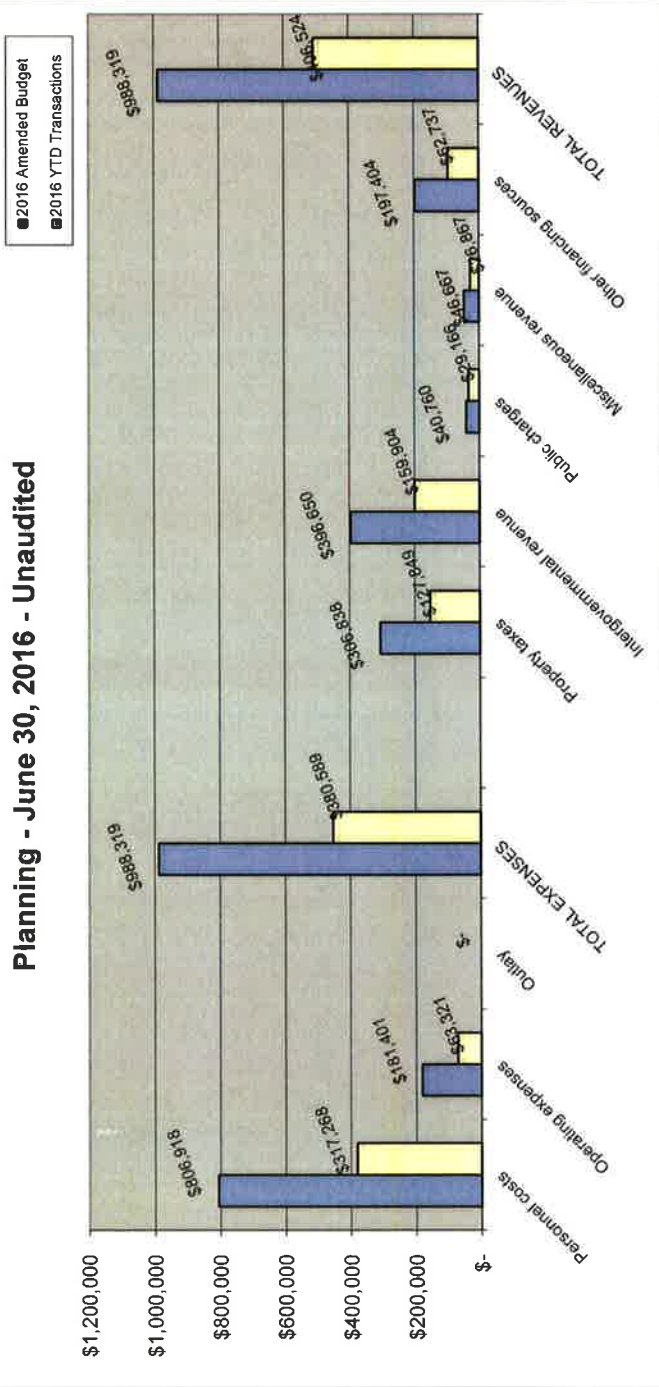
	2016 Amended Budget	2016 YTD Transactions	2015 Amended Budget	2015 YTD Transactions
Personnel costs	\$ 806,918	\$ 381,925	\$ 813,780	\$ 367,293
Operating expenses	\$ 181,401	\$ 72,622	\$ 112,578	\$ 53,595
Outlay	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 988,319	\$ 454,547	\$ 926,358	\$ 420,888
Property taxes	\$ 306,838	\$ 153,419	\$ 234,777	\$ 117,389
Intergovernmental revenue	\$ 396,650	\$ 199,899	\$ 398,588	\$ 175,072
Public charges	\$ 40,760	\$ 32,916	\$ 42,560	\$ 17,837
Miscellaneous revenue	\$ 46,667	\$ 26,867	\$ 26,667	\$ 26,767
Other financing sources	\$ 197,404	\$ 95,367	\$ 223,766	\$ 94,796
TOTAL REVENUES	\$ 988,319	\$ 508,469	\$ 926,358	\$ 431,860

HIGHLIGHTS:

Expenditures: All categories are progressing as anticipated.

Revenues: All categories are at or near expectations.

Planning - June 30, 2016 - Unaudited

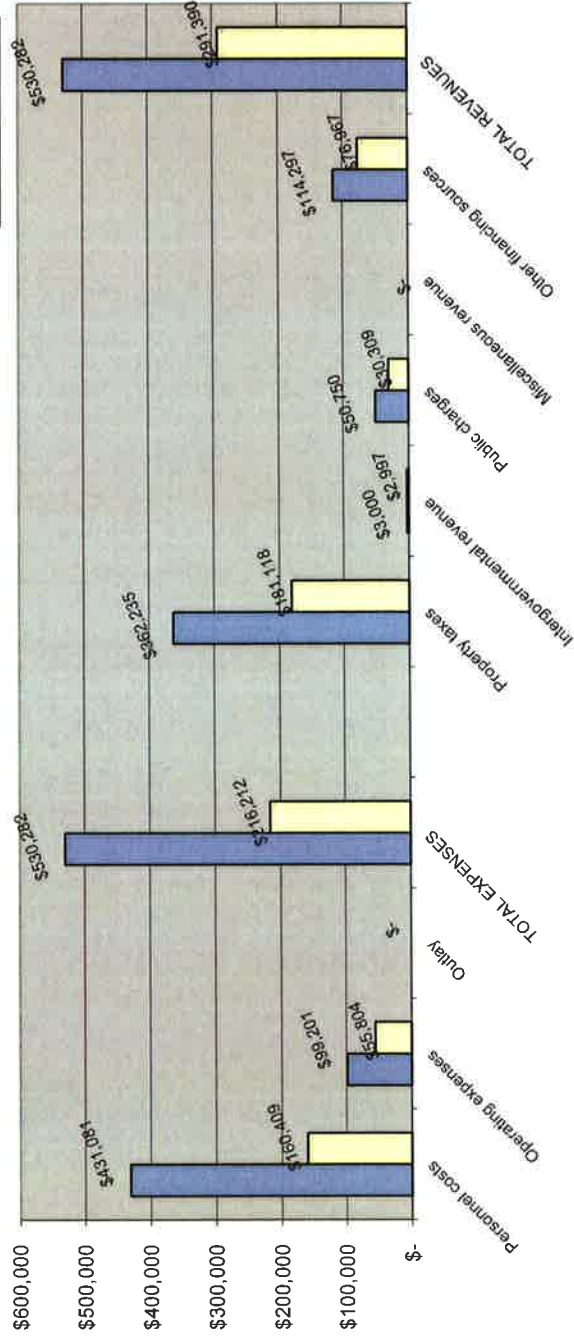


**Brown County - Property Listing
Budget Status Report
June 30, 2016**

	2016 Amended		2016 YTD			2015 Amended		2015 YTD	
	Budget		Transactions			Budget		Transactions	
Personnel costs	\$ 431,081		\$ 160,409		Personnel costs	\$ 424,025		\$ 196,179	
Operating expenses	\$ 99,201		\$ 55,804		Operating expenses	\$ 92,884		\$ 42,458	
Outlay	\$ -		\$ -		Outlay	\$ -		\$ -	
TOTAL EXPENSES	\$ 530,282		\$ 216,212		TOTAL EXPENSES	\$ 516,909		\$ 238,636	
Property taxes	\$ 362,235		\$ 181,118		Property taxes	\$ 300,574		\$ 150,287	
Intergovernmental revenue	\$ 3,000		\$ 2,997		Intergovernmental revenue	\$ 3,000		\$ 2,972	
Public charges	\$ 50,750		\$ 30,309		Public charges	\$ 51,000		\$ 20,819	
Miscellaneous revenue	\$ -		\$ -		Miscellaneous revenue	\$ 10,000		\$ 32	
Other financing sources	\$ 114,297		\$ 76,967		Other financing sources	\$ 152,335		\$ 76,168	
TOTAL REVENUES	\$ 530,282		\$ 291,390		TOTAL REVENUES	\$ 516,909		\$ 250,277	

HIGHLIGHTS:
Expenditures: All expenditures are within anticipated levels.
Revenues: All revenues are progressing as anticipated.

Property Listing - June 30, 2016 - Unaudited



**Brown County - Zoning
Budget Status Report
June 30, 2016**

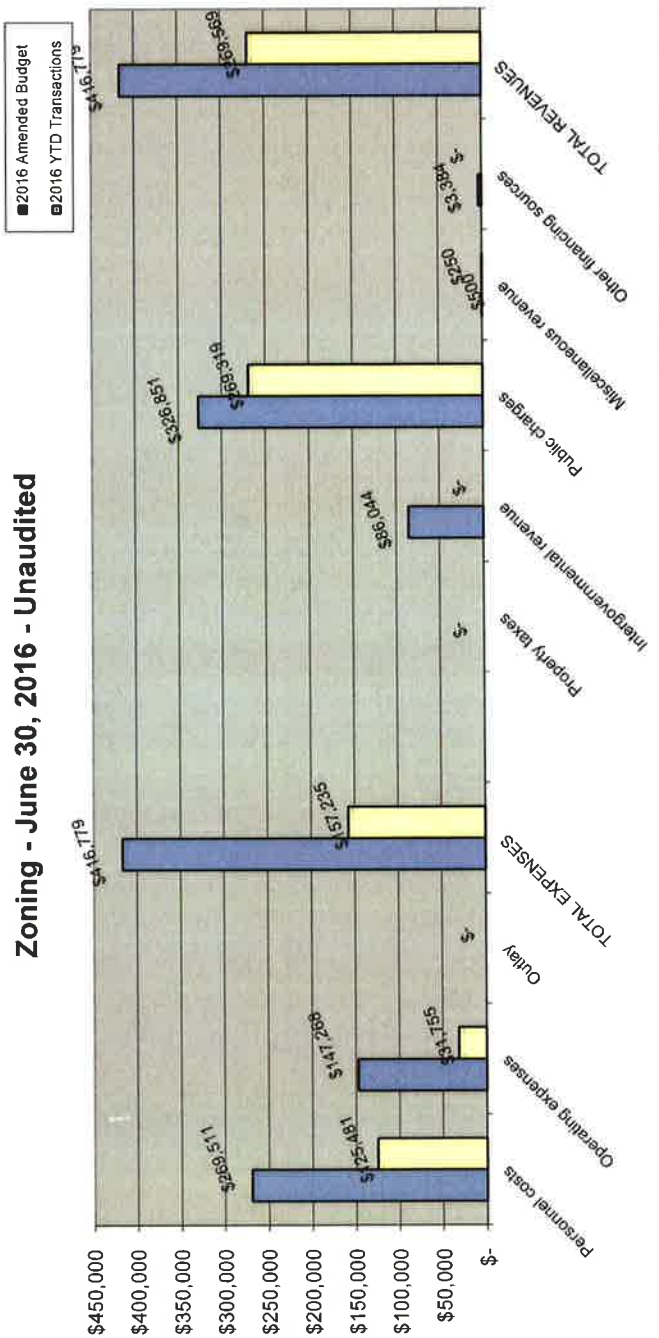
	2016 Amended Budget	2016 YTD Transactions	2015 Amended Budget	2015 YTD Transactions
Personnel costs	\$ 269,511	\$ 125,481	\$ 266,948	\$ 124,018
Operating expenses	\$ 147,268	\$ 31,755	\$ 139,537	\$ 28,671
Outlay	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 416,779	\$ 157,235	\$ 406,485	\$ 152,689
Property taxes	\$ -	\$ -	\$ -	\$ -
Intergovernmental revenue	\$ 86,044	\$ -	\$ 87,191	\$ -
Public charges	\$ 326,851	\$ 269,319	\$ 315,445	\$ 267,479
Miscellaneous revenue	\$ 500	\$ 250	\$ 500	\$ 1,250
Other financing sources	\$ 3,384	\$ -	\$ 3,349	\$ -
TOTAL REVENUES	\$ 416,779	\$ 269,569	\$ 406,485	\$ 268,729

HIGHLIGHTS:

Expenditures: All categories are progressing as anticipated.

Revenues: Public charges for P.O.W.T.S. program are progressing as planned.

Zoning - June 30, 2016 - Unaudited



PUBLIC WORKS DEPARTMENT

Brown County

2198 GLENDALE AVENUE
GREEN BAY, WI 54303

PHONE (920) 492-4925 FAX (920) 434-4576
EMAIL: bc_highway@co.brown.wi.us

PAUL A. FONTECCHIO, P.E.
DIRECTOR

TO: PD&T Committee
FROM: Paul Fontecchio, P.E.
DATE: July 25, 2016
RE: Summary of Operations

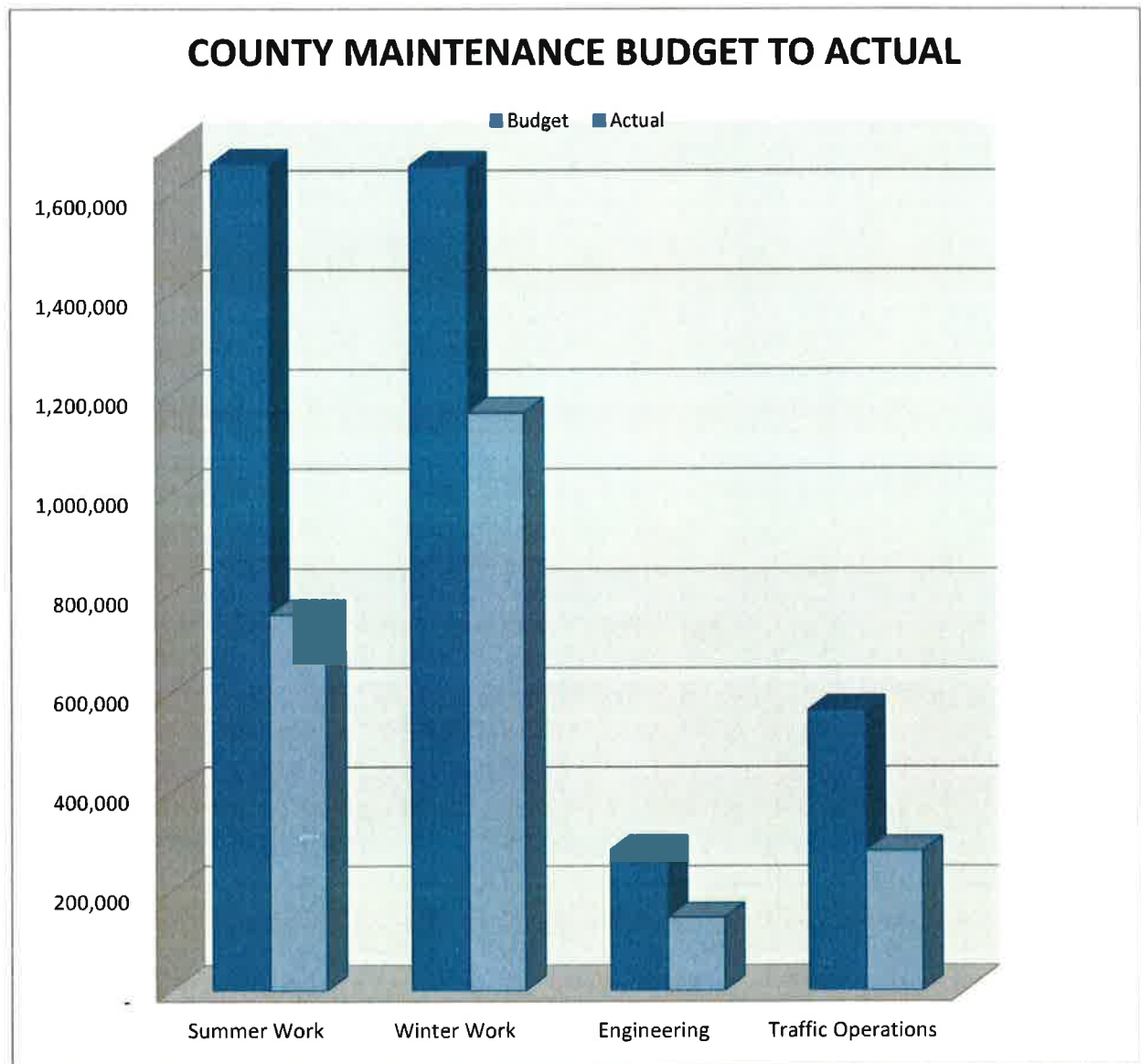
The Public Works Department is performing at a normal budget rate through the month of June. The end of June represents 50.00% of the year. Here is a summary of our operations:

(240) County Maintenance	56.31%
(660) State Maintenance	44.87%
(660) Other Work (Interdepartmental, Municipal, etc.)	49.38%
(400) Capital Projects	28.57%
Facilities	40.74%

Please see the attached charts for more details.

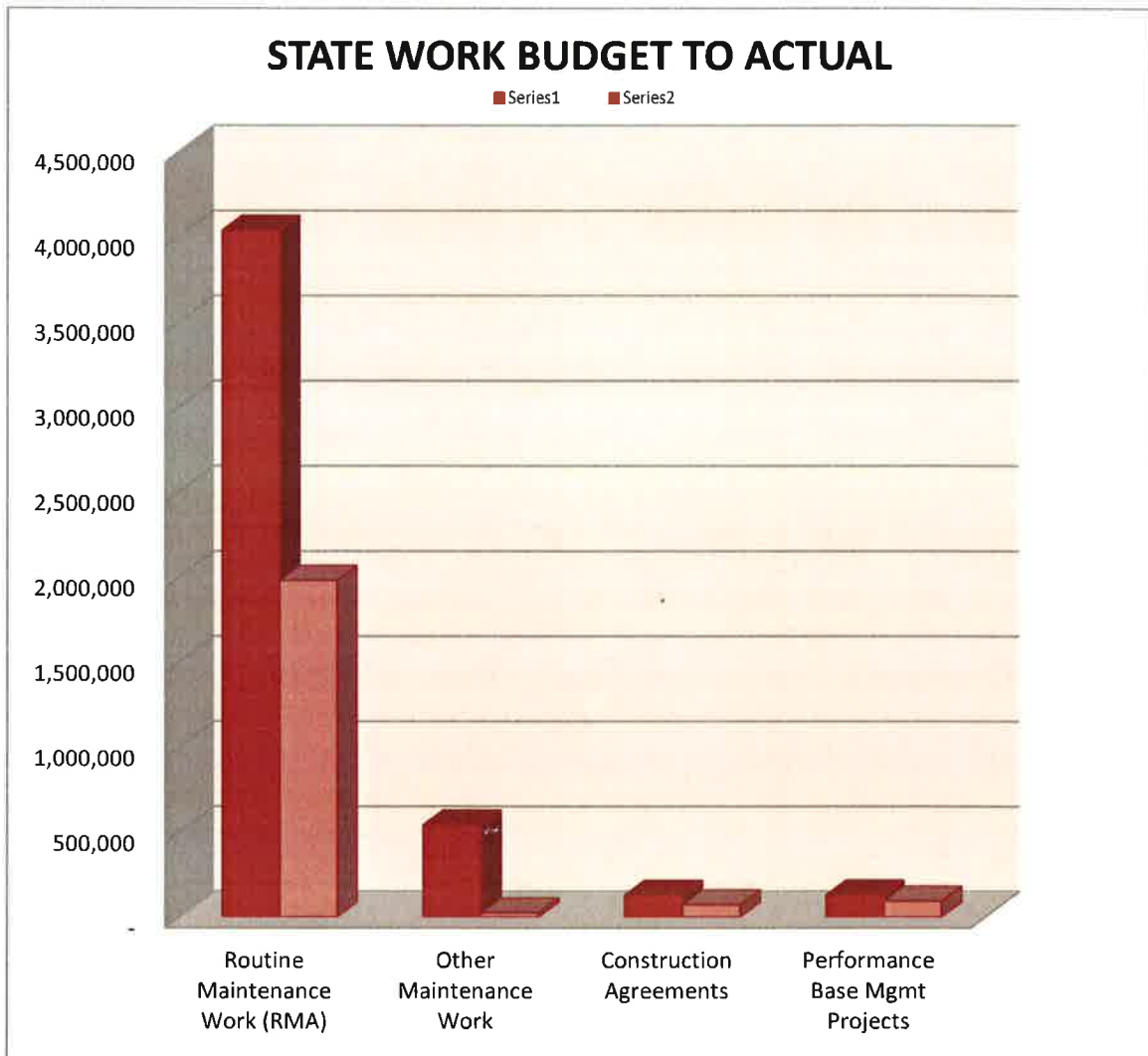
**BROWN COUNTY PUBLIC WORKS
COUNTY MAINTENANCE BUDGET TO ACTUAL-FUND 240
AS OF 6/30/16**

	Budget	Actual	Remaining	Percentage Used
Summer Work	1,663,949	758,017	905,932	45.56%
Winter Work	1,659,750	1,163,878	495,872	70.12%
Engineering	285,000	147,490	137,510	51.75%
Traffic Operations	566,000	281,447	284,553	49.73%
Total	4,174,699	2,350,833	1,823,866	56.31%



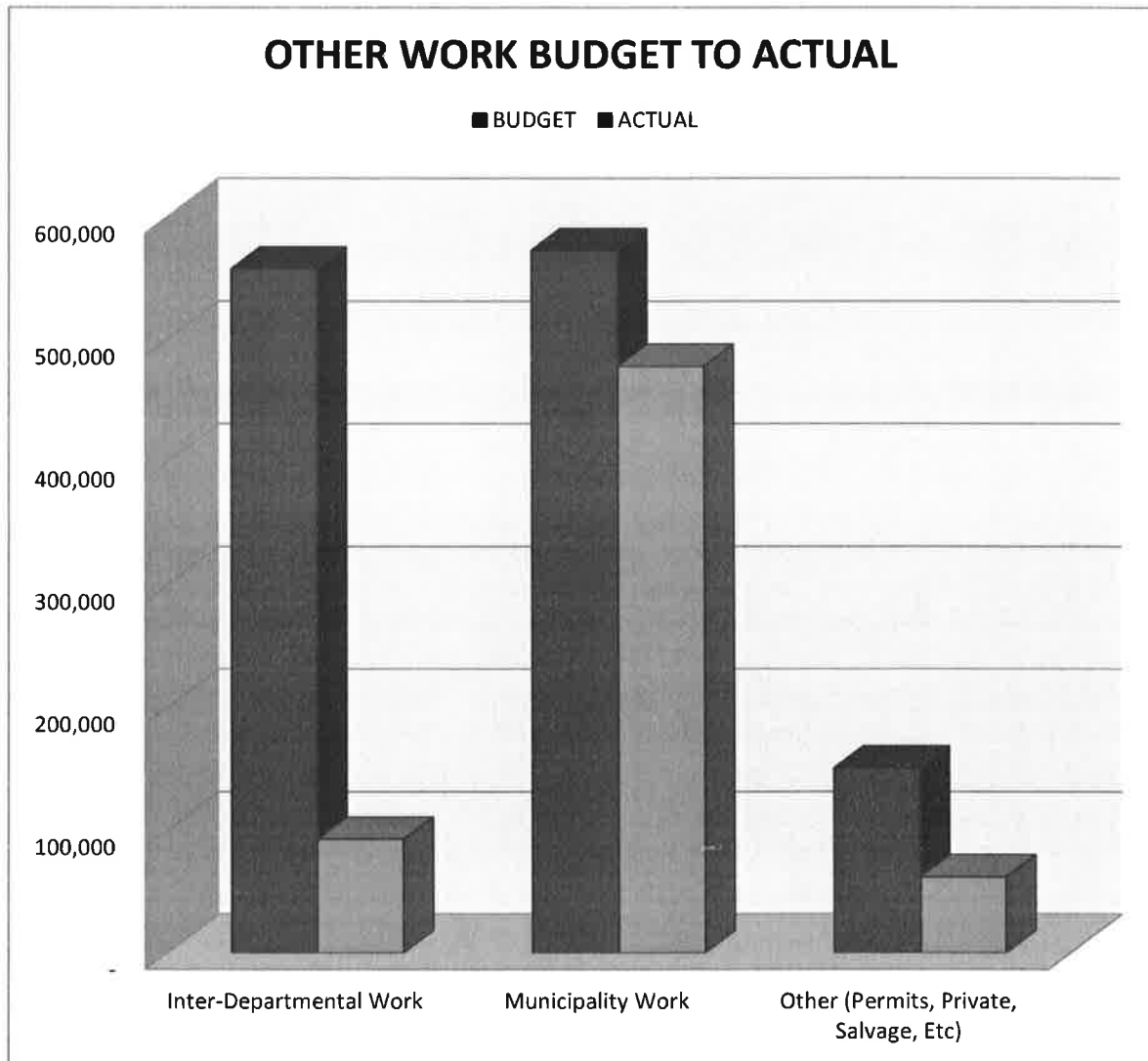
BROWN COUNTY PUBLIC WORKS-HIGHWAY STATE WORK BUDGET TO ACTUAL AS OF 6/30/2016

	Budget	Actual	Remaining	Percentage Used
Routine Maintenance Work (RMA)	4,034,100	1,978,834	2,055,266	49.05%
Other Maintenance Work	542,405	24,675	517,730	4.55%
Construction Agreements	128,821	71,974	56,846	55.87%
Performance Base Mgmt Projects	129,382	93,852	35,530	72.54%
Total	4,834,708	2,169,335	2,629,843	44.87%



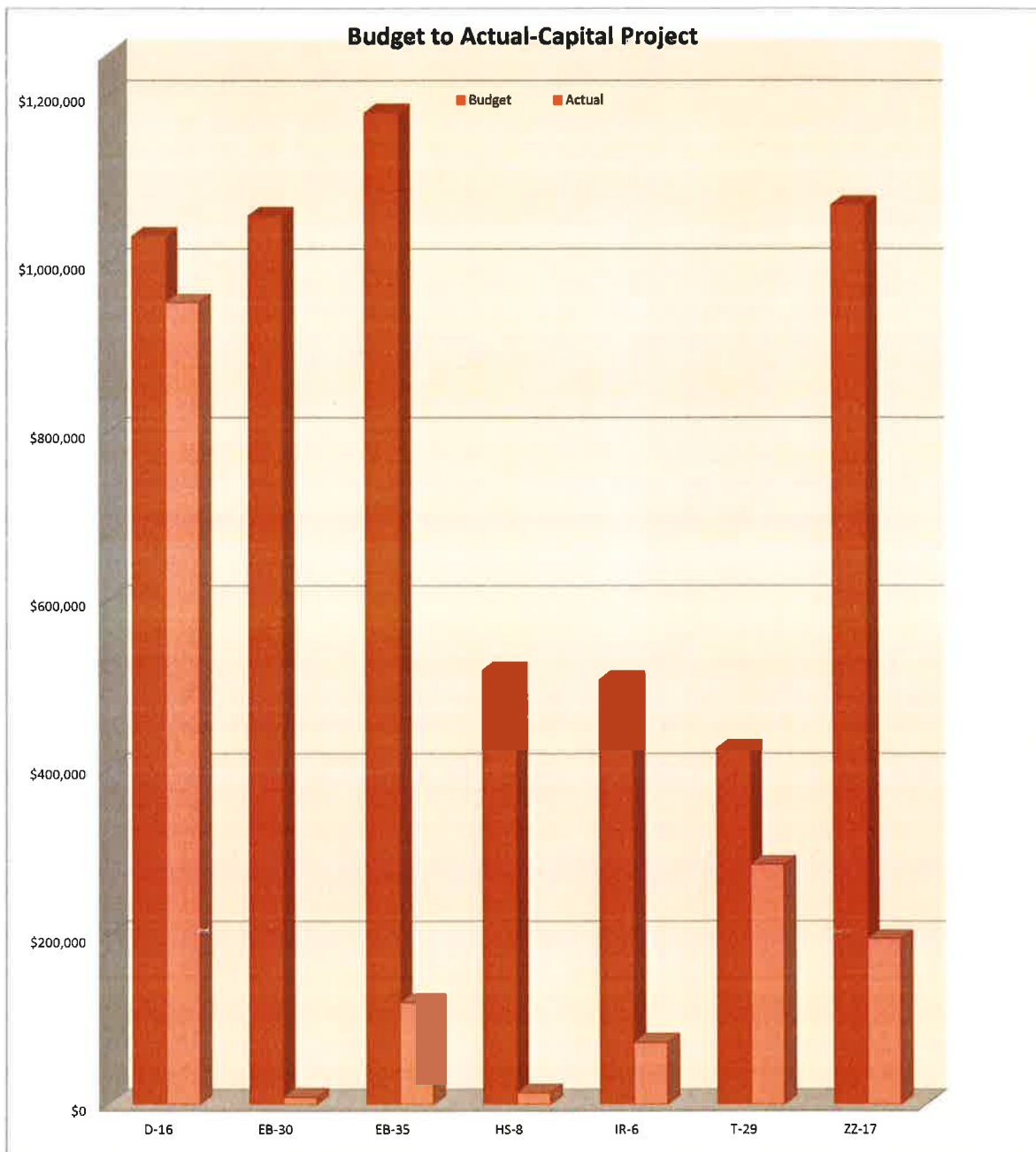
**BROWN COUNTY PUBLIC WORKS-HIGHWAY
OTHER WORK BUDGET TO ACTUAL
AS OF 6/30/2016**

	Budget	Actual	Remaining	Percentage Used
Inter-Departmental Work	557,755	92,646	465,109	16.61%
Municipality Work	572,800	478,188	94,612	83.48%
Other (Permits, Private, Salvage, Etc)	150,685	61,895	88,790	41.08%
Total	1,281,240	632,728	648,512	49.38%



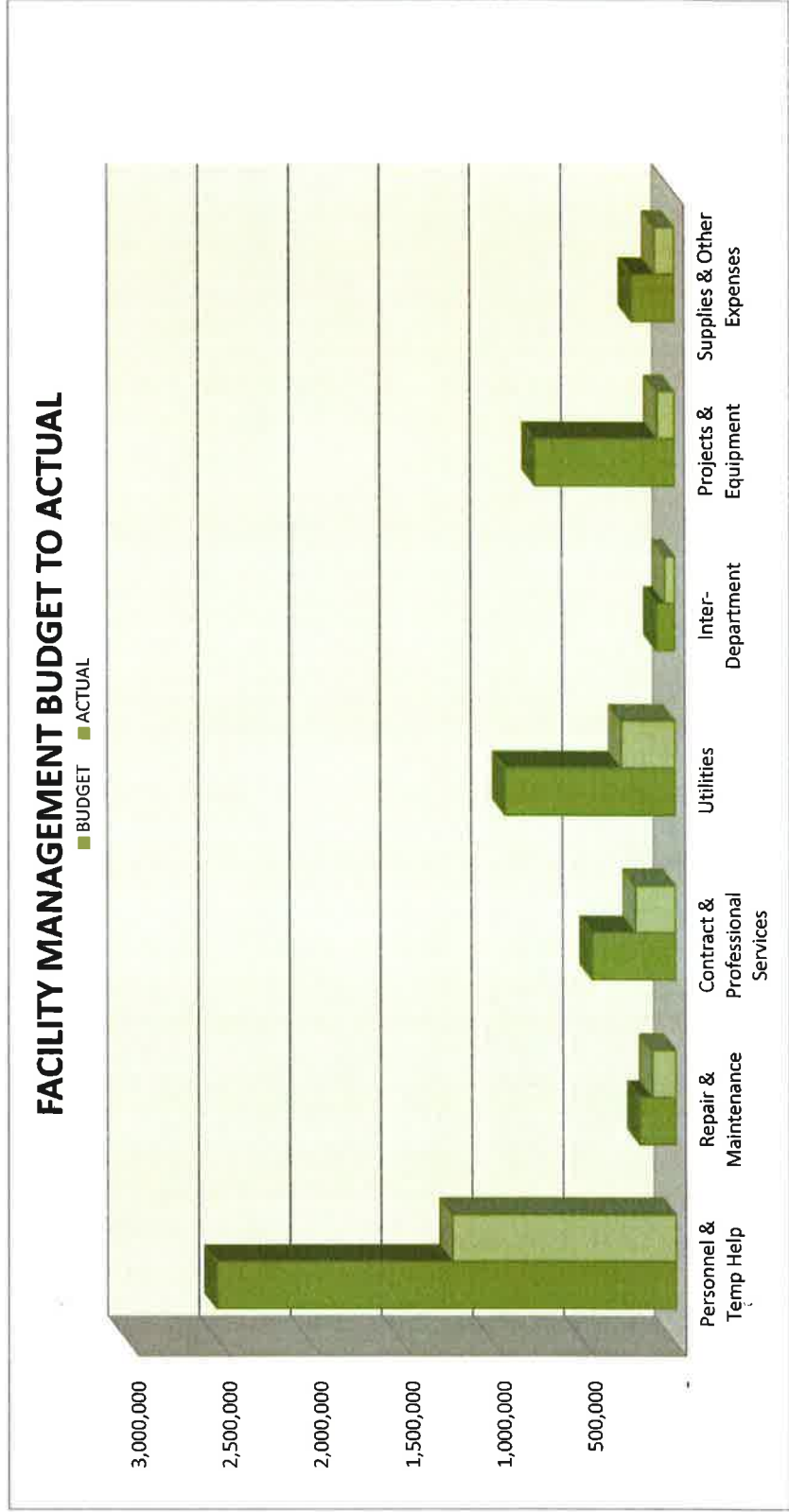
**BROWN COUNTY HIGHWAY DEPARTMENT
CAPITAL PROJECT EXPENSE-BUDGET TO ACTUAL
AS OF 6/30/16**

Project	Project Description	% BC Cost	Budget	Actual	Remaining	Percentage
D-16	Rescondition CTH D - River St to Red Maple Rd	100%	\$1,032,612	\$953,731	\$78,881	92.36%
EB-30	Concrete Pavement Repair CTH EB - STH 54 to STH 29	100%	\$1,056,933	\$8,569	\$1,048,364	0.81%
EB-35	Resurfacing CTH EB - CTH G to STH 172	96%	\$1,179,636	\$120,839	\$1,058,797	10.24%
HS-8	Concrete Pavement Repair CTH HS - Riverview to Glendale	100%	\$516,500	\$13,782	\$502,718	2.67%
IR-6	Resurfacing CTH IR - CTH B to Quietwood Trail	100%	\$505,783	\$73,582	\$432,201	14.55%
T-29	Rescondition CTH T - RR to STH 54	99%	\$424,572	\$285,529	\$139,043	67.25%
ZZ-17	Reconstruction CTH ZZ - At Meadowlark Rd	100%	\$1,070,000	\$196,976	\$873,024	18.41%
Total			\$5,786,036	\$1,653,008	\$4,133,028	28.57%



BROWN COUNTY PUBLIC WORKS FACILITY MANAGEMENT BUDGET TO ACTUAL AS OF 6/30/2016

	Budget	Actual	Remaining	% Used
Personnel & Temp Help	2,519,951	1,225,153	1,294,798	48.62%
Repair & Maintenance	195,805	128,783	67,022	65.77%
Contract & Professional Services	455,678	216,869	238,809	47.59%
Utilities	931,264	293,575	637,689	31.52%
Inter-Department	99,414	53,339	46,075	53.65%
Projects & Equipment	762,833	93,956	668,877	12.32%
Supplies & Other Expenses	231,435	105,188	126,247	45.45%
Total	5,196,380	2,116,863	3,079,517	40.74%



PUBLIC WORKS DEPARTMENT



2198 GLENDALE AVENUE
GREEN BAY, WI 54303

PHONE (920) 492-4925 FAX (920) 434-4576
EMAIL: bc_highway@co.brown.wi.us

PAUL A. FONTECCHIO, P.E.
DIRECTOR

TO: PD&T Committee
FROM: Paul Fontecchio, P.E.
DATE: July 25, 2016
RE: Director's Report

SNOW PLOW ROUTE OPTIMIZATION:

The DOT has started analyzing new routes but this effort has led to some detailed discussion about the number of state plow routes, staffing levels, hours worked by plow drivers during a typical snow event, and level of service to be provided by Brown County for the DOT. We plan to present more information to PD&T in the August meeting.

LIVING SNOW FENCE:

Brown County will be planting 9,300 linear feet of living snow fence along I-43 from CTH MM to Pine Grove Road in April 2017. The Wisconsin DOT will pay for the plants and Brown County forces will plant the shrubs starting in mid-April for the DOT. The shrubs will eventually grow to 6' to 12' tall and will help with snow drift control along this section of I-43.

PROJECTS:

CTH T: Completed. The surface layer of asphalt was placed on July 14th with shouldering and pavement marking to follow.

CTH JJ: Completed. CTH JJ was paved on July 15th.

CTH EB: Concrete curb and gutter repairs completed. Resurfacing ongoing in July.

CTH HS: Concrete repair work began on July 11th north of Glendale Avenue. Repair work will continue during the DOT closure of the Velp Avenue interchange with I-41.

CTH YY: Pilgrim Way reconstruction continues between the STH 172 ramps and Holmgren Way. Work is completed from the STH 172 ramps to Ashland Avenue. CTH YY is anticipated to be open to traffic in early September.

CTH N: Storm sewer construction continues on the west end of the project. Construction will continue to the end of October.

CTH X: Webster Avenue was closed at the Canadian National Railroad line on July 18th for reconstruction of the CTH X bridge. The bridge will be closed through the end of October.

Abts Road: Culvert replacement and road repair ongoing in July.

State Work: At the request of the DOT, County forces worked on bridge sealing, guardrail repair, and state grass mowing.

TWELVE-HOUR DAYS:

Highway Division: Highway reported 656.75 hours of overtime in June 2016. Substantially, all overtime was related to roadway maintenance projects. The amounts in excess of 12 hours per day for June are attached.

Facility Management Division: Facilities reported 107.75 hours of overtime in June 2016. The overtime was related to longer cleaning shifts to cover vacancies and mechanical repairs. There were no employees that worked a 12+ hour shift for the month of June 2016.

STAFFING REPORT:

See Attached Table.

Public Works - Highway Division
12-Hour Work Days
6/1/2016

DATE	EMPLOYEE	OPERATION PREFORMED	HOURS WORKED
6/1/2016	Cisler, Mike	Town of Lawrence, grading	12.25
6/1/2016	Raisleger, Dale	Engineering	12.5
6/2/2016	Ignatowski, Paul	state crack seal	12.25
6/8/2016	Dixon, Darrell	Homicide incident	16.75
6/8/2016	Drewiske, Doug	Homicide incident	16.75
6/8/2016	Jacobs, Mark	Homicide incident	16
6/8/2016	Peot, Jesse	Homicide incident	16
6/15/2016	Cisler, Mike	T-29 shouldering	12
6/15/2016	Klish, John	county drainage (9), A-22 (3)	12
6/15/2016	Raisleger, Dale	Engineering	12
6/21/2016	Peot, Tracy	mow	12
6/21/2016	Sticka, John	A-22 pave (7) Scott pave (2) GB pave (1) county surface (2.25)	12.25
6/23/2016	Dixon, Darrell	signing	12.25
6/23/2016	Hennes, Pat	signing	12.25
6/23/2016	Little, Bob	state repair	12
6/23/2016	Peot, Tracy	mow	12
6/24/2016	Sticka, John	surface & base, water T-29	12
6/27/2016	Guns, Jim	state repair, T-29 prep	12
6/27/2016	Ignatowski, Paul	Emergency Call (spill) (2), state crack seal (12)	14
6/27/2016	Little, Bob	state repair	12.75
6/27/2016	Messerschmidt, Bill	state repair	12.5
6/27/2016	Umentum, Matt	state repair	12.5
6/28/2016	Drewiske, Doug	county centerlining	12
6/28/2016	VanDeHei, Jamie	state mow (10) state accident (2)	12
6/29/2016	Dixon, Darrell	Emergency gas line hit incident	14
6/29/2016	Hennes, Pat	Emergency gas line hit incident	14
6/29/2016	Peot, Tracy	state mow (10), county mow (2)	12
6/30/2016	Peot, Tracy	state mow (10), county mow (2)	12

BROWN COUNTY PUBLIC WORKS STAFFING SUMMARY

As of 6/30/16

HIGHWAY DIVISION:

Position	Vacancy Date	Reason for Leaving	Fill or Hold	Filled Date	Unfilled Reason
Operations Manager	8/3/15	Termed	Hold		
Superintendent	8/4/15	Termed	Hold		
Highway Crew Re-classed to Sign Crew	3/24/16	Resigned	Fill	In Process	N/A
Highway Crew Re-classed to Sign Crew	4/15/16	Retired	Fill	In Process	N/A
Highway Crew	4/25/16	Transferred	Fill	In Process	N/A
Engineering Manager	5/19/16	Transferred	Fill	6/20/16	N/A
Senior Civil Engineer	6/20/16	Transferred	Fill	In Process	N/A
Summer	6/21/16	Termed	Leave Open	N/A	N/A

	Budgeted FTE's	Actual #FTE's
Mgmt / Admin	12.2	10.2
Electrician	1.0	1.0
Engineering	6.0	5.0
Mechanics / Shop	11.0	11.0
Highway Crew	67.0	66.0
Sign Crew	2.0	0
Summer	4.0	3.69 *
LTE	0.5	0.5 *
TOTAL	103.7	97.39

FACILITY MANAGEMENT DIVISION:

Position	Vacancy Date	Reason for Leaving	Fill or Hold	Filled Date	Unfilled Reason
Housekeeper	3/11/16	Resigned	Fill	6/27/16	N/A
Housekeeper	4/15/16	Retired	Fill	6/20/16	N/A
Housekeeper	5/2/16	Transferred	Hold		
Housekeeper (0.5)	5/23/16	Termed	Hold		
Housekeeper	6/20/16	Transferred	Hold		

	Budgeted FTE's	Actual #FTE's
Mgmt / Admin	5.8	5.8
Facility Technicians	2.0	2.0
Facility Mechanics	7.0	7.0
Facility Workers	9.0	9.0
Housekeeping	18.5	16.0
Electrician	1.0	1.0
Summer Help	0.46	0.46 *
TOTAL	43.76	41.26

* **NOTE:** Starting 4/20/16 – the Department began hiring our Seasonal LTE & Summer employees – numbers reflected in “Actual FTE’s” for both divisions.

2017 Capital Project 5-Year Outlook Summary
Planning, Development, & Transportation
As of 7/12/16

Key for Funding Sources:

D = Debt Service G = Grants and Aides O = Operating Revenues M = Municipal Funds P = Property Tax GF = General Fund Fund Balance TIF = TIF District S = Stadium District Sales Tax Refund

2017 EXECUTIVE BONDING PROPOSAL AND CAPITAL IMPROVEMENTS PROGRAM (CIP)

DIVISION/ DEPARTMENT	FUNDING SOURCE	DEPT PRIORITY	PROJECT DESCRIPTION	2017	2018	2019	2020	2021	TOTAL
PLANNING, DEVELOPMENT, & TRANSPORTATION:									
Planning and Land Services									
Public Works	D	1	Land Information & Tax Collection System Replacement	774,607	-	-	-	-	774,607
	D, TIF	2	Brown County Research & Business Park	-	-	-	-	-	*
	D	1	Courthouse Dome Replacement	1,790,000	-	-	-	-	1,790,000
	D	2	Courthouse Chiller Replacement	-	300,000	-	-	-	300,000
	D	3	Work Release Center Air Handling Unit Equipment Replacement	-	250,000	-	-	-	250,000
	D	4	Northern Building Exterior Window Replacement	-	-	400,000	-	-	400,000
	D	5	Law Enforcement Center Six Air Handling Unit Replacement	-	-	-	-	250,000	250,000
	D	2017-1	CTH D (Hickory Road to Barrington Drive) - Reconstruction	2,167,000	-	-	-	-	2,167,000
	D	2017-2	CTH D (Hight Street to Hickory Road) - Reconstruction	2,013,000	-	-	-	-	2,013,000
	D/G	2017-3	CTH HS (Glendale Ave to CTH B) - Surface Maintenance	2,232,000	-	-	-	-	2,232,000
	D/P	2017-5	CTH J (CTH M to Harbor Lights Rd) - Surface Maintenance	552,000	-	-	-	-	552,000
	D	2017-6	CTH Y (Shady Rd to Old 29) - Surface Maintenance	250,000	-	-	-	-	250,000
	D/P	2018-1	CTH ZZ (Tetzlaff Rd to STH 54) - Reconstruction	175,000	1,715,000	-	-	-	1,890,000
	D/G/P	2018-2	CTH ZZ (Bridge Over East River) - Bridge Replacement	10,000	1,396,000	-	-	-	1,406,000
		2017-9 /							
	D/P/M/G	2019-4	CTH EA (Willow Rd to STH 29) - Reconstruction	400,000	-	2,808,000	-	-	3,208,000
		2017-10							
	D/G/P	/ 2019-7	CTH ZZ (Clay St to 800' South of Meadowlark Rd) - Reconstruction	175,000	-	5,690,000	-	-	5,865,000
		2017-13							
	D/P	/ 2019-8	CTH ZZ (800' South of Meadowlark Rd to Tetzlaff Rd) - Reconstruction	460,000	-	4,459,000	-	-	4,919,000
	D/P/M/G	2020-6	CTH HH (Hollingren Way to Ashland Ave) - Reconstruction	40,607	-	-	2,067,500	-	2,108,107
	D	2018-5	CTH T (Pine Street to Highridge Street) - 6' Culvert Replacement	-	250,000	-	-	-	250,000
	D	2018-7	CTH G (STH 96 to CTH V) - Surface Maintenance	-	1,900,000	-	-	-	1,900,000
	D	2018-8	CTH T (CTH N to RR) - Reconstruction	-	672,000	-	-	-	672,000
	D/P	2018-9	CTH T (CTH KB to Blahnik Rd) - Reconstruction	-	3,300,000	-	-	-	3,300,000
	D	2019-1	CTH EE (CTH U to CTH GE) - Surface Maintenance	-	-	350,000	-	-	350,000
	D	2019-2	CTH JJ (CTH V to Hazen Rd) - Surface Maintenance	-	-	310,000	-	-	310,000
	D	2019-3	CTH EB (CTH F to CTH EE) - Reconstruction	-	-	605,000	-	-	605,000
	D/M	2019-10	Southern Arterial (CTH F to Lawrence Dr) - Design, Survey, Engineering	-	-	3,000,000	-	1,000,000	7,000,000
	D	2020-1	CTH IV (CTH P to B/K Line Rd) - Surface Maintenance	-	-	-	3,000,000	-	250,000
	D	2020-2	CTH V (CTH T to CTH N) - Reconstruction	-	-	-	250,000	-	550,000
	D/P	2020-3	CTH W (County Line to STH 96) - Reconstruction	-	-	-	4,000,000	-	4,000,000
	D	2020-4	CTH PP (STH 96 to CTH W) - Reconstruction	-	-	-	2,475,000	-	2,475,000
	D	2021-1	CTH J (CTH EB to CTH C) - Reconstruction	-	-	-	-	400,000	400,000
	D	2021-2	CTH GV (Hoffman Road to STH 172 Ramps) - Reconstruction	-	-	-	-	400,000	400,000
	D	2021-3	CTH T (STH 54 to Caledonia Dr) - Reconstruction	-	-	-	-	825,000	825,000
	D	2021-4	CTH DDD (CTH DD to French Rd) - Reconstruction	-	-	-	-	1,020,000	1,020,000
	D	2021-5	CTH XX (CTH O to RR Tracks) - Reconstruction	-	-	-	-	500,000	500,000
	D/P	2021-6	CTH PP (Man-Cal Rd to STH 96) - Reconstruction	-	-	-	-	2,900,000	2,900,000
	D	2021-7	CTH O (East River Dr to CTH XX) - Reconstruction	-	-	-	-	350,000	350,000
	D	2021-8	CTH CE (Outagamie Rd to Gerrits Rd) - Reconstruction	-	-	-	-	270,000	270,000
	D	2021-9	CTH GE (STH 172 to STH 54) - Reconstruction	-	-	-	-	375,000	375,000
Planning, Development, & Transportation Total				11,039,214	9,783,000	17,622,000	12,342,500	8,290,000	59,076,714
Less: Non-bond funding sources				(1,765,649)	(1,713,553)	(6,204,053)	(3,462,553)	(1,617,053)	(14,762,861)
Planning, Development, & Transportation Bond Request Total				\$ 9,273,565	\$ 8,069,447	\$ 11,417,947	\$ 8,879,947	\$ 6,672,947	\$ 44,313,853

✶

2017 Capital Project 5-Year Outlook Summary
Planning, Development, & Transportation
As of 7/12/16

Key for Funding Sources:

D = Debt Service G = Grants and Aides O = Operating Revenues M = Municipal Funds P = Property Tax GF = General Fund Fund Balance TIF = TIF District S = Stadium District Sales Tax Refund

2017 CAPITAL IMPROVEMENTS PROGRAM - NON BONDING REQUESTS

DIVISION/ DEPARTMENT	FUNDING SOURCE	DEPT PRIORITY	PROJECT DESCRIPTION	2017	2018	2019	2020	2021	TOTAL
PLANNING, DEVELOPMENT, & TRANSPORTATION:									
Airport	O/G	1	Reconstruct Taxiway D East of Taxiway G, Storm Sewer Rehab, & Taxiway D	3,409,308	-	-	-	-	3,409,308
	O/G	2	Construct East Service Road Phase 2	689,586	-	-	-	-	689,586
	O/G	3	Design, Environmental Assessment, & Construct E GA Apron Expansion	251,446	2,615,038	-	-	-	2,866,484
	O/G	4	Construct East Service Road Phase 3	-	738,683	-	-	-	738,683
	O/G	5	Design & Reconstruct Taxiway A/F, D3/D2, Air Carrier Ramp, Construct	-	259,584	3,374,592	-	-	3,634,176
	O/G	6	Categorical Exclusion, Design, & Construct Frontage Road	-	10,816	78,740	779,808	-	869,364
	O/G	7	Construct Public Parking Rehab, Replacement of Lighting & Perimeter Barrier	-	111,175	1,074,031	-	-	1,185,206
	O/G	8	Design & Construct Security Checkpoint Exit Lane Upgrades	-	-	56,243	-	-	56,243
	O/G	9	Design & Construct Curbside Canopy	-	-	269,967	-	-	269,967
	O/G	10	Design & Construct Baggage Claim Carousel Replacement	-	-	-	2,118,932	-	2,118,932
	O/G	11	Design & Construct Westside Access Road	-	-	20,248	187,177	2,115,651	2,302,828
	O/G	12	Environmental Assessment & Design of Westside Perimeter Road	-	-	-	203,428	1,683,361	1,907,037
	O/G	13	Construct West Service Road Rehabilitation	-	-	-	182,498	283,964	466,462
				-	-	-	1,034,155	1,034,155	1,034,155
Port and Resource Recovery	O	1	Bay Port Expansion	-	-	1,868,481	-	-	1,868,481
	O	2	Brown County South Landfill	-	-	200,000	4,000,000	4,000,000	8,200,000
Public Works									
Public Works	S		Veteran's Memorial Complex - Arena Chiller Replacement	-	-	-	-	-	250,000
	S		Veteran's Memorial Complex - Arena Ice Making Equipment Replacement	-	-	-	-	-	325,000
	S		Veteran's Memorial Complex - Hall of Fame Electrical Switchgear Replacement	-	-	-	-	-	315,000
	S		Veteran's Memorial Complex - Resch Center Roof Replacement	-	-	-	-	-	1,307,000
	S		Veteran's Memorial Complex - Shopko Hall Roof Replacement	-	-	-	-	-	500,000
	S		Veteran's Memorial Complex - Shopko Hall HVAC Equipment Replacement	-	-	-	-	-	500,000
	S		Veteran's Memorial Complex - Shopko Hall Air Handling Units & Exhaust	-	-	-	-	-	250,000
	S		Veteran's Memorial Complex - Shopko Hall Air Handling Units & Exhaust	-	-	-	-	-	230,000
	G	2017-4	CTH B (Veterans Ave to CTH J) - Surface Maintenance	230,000	-	-	-	-	230,000
	G	2017-7	CTH KB (Wisconsin Ave to Irish Rd) - Maintenance	285,000	-	-	-	-	285,000
	G/M	2017-8	CTH VK (CTH VK & Wood Lane Intersection) - Traffic Signals	200,000	-	-	-	-	200,000
	G	2017-9	West Side CTH's Joint Filling - Asphalt Cracking Filling	250,000	-	-	-	-	250,000
	P/G	2019-5	CTH HS (Bridge Over Suamico River) - Bridge Replacement	36,224	-	889,000	-	-	925,224
	P/G	2019-6	CTH D (Bridge Over Plum Creek) - Bridge Replacement	32,597	-	792,000	-	-	824,597
	P/G	2020-7	CTH R (Bridge Over Devils River Trail) - Bridge Replacement	35,568	-	-	874,000	-	909,568
	P/G	2020-8	CTH R (Bridge Over S. Wall St.) - Bridge Replacement	39,693	-	-	-	-	39,693
	P/G	2020-9	CTH V (Bridge Over Bower Creek) - Bridge Replacement	41,106	-	-	-	-	41,106
	P/G	2020-10	CTH J (Bridge Over Suamico River) - Bridge Replacement	41,205	-	-	924,000	-	965,205
	P/G	2018-3	CTH M (Bridge Over Suamico River) - Bridge Replacement	-	800,000	-	-	-	800,000
	P/G	2018-4	CTH MM (Bridge Over Bower Creek) - Bridge Replacement	-	778,000	-	-	-	778,000
	P	2018-6	CTH Z (Fairview Rd to CTH NN) - Box Culvert Replacement	-	204,500	-	-	-	204,500
	P	2020-5	CTH R (Devils River Trail to CTH KB) - Recondition	-	-	-	200,000	-	200,000
	P		Preliminary Costs Future Highway Projects	40,000	250,000	250,000	250,000	250,000	1,040,000
Planning, Development, & Transportation Non-bond Request Total				5,581,733	5,767,796	8,873,302	12,203,772	9,367,131	45,240,734
Total Planning, Development, & Transportation Requests				\$ 14,855,298	\$ 13,837,243	\$ 20,291,249	\$ 21,083,719	\$ 16,040,078	\$ 89,554,587

* This project has already been approved. Staff is working to secure additional non-bond funding.

** Stadium District sales tax refund of \$4,349,954 has been set aside to fund projects approved for the Veteran's Memorial Complex.

DEPARTMENT VACANCIES REPORT
AS OF JUNE 27, 2016
(Positions with A1 Approval to Fill)

Dept.	Position Title	# of Vacancies
Child Support	Child Support Specialist - Paternity	1.00
Child Support	Clerk/Typist II	1.00
Corporation Counsel	Corp Counsel	1.00
CTC	APNP	1.00
CTC	CNA	0.20
CTC	CNA	0.40
CTC	CNA	1.00
CTC	COTA	0.40
CTC	CTP Worker	1.00
CTC	Food Service Worker	0.25
CTC	Food Service Worker	0.35
CTC	RN Charge Nurse	1.00
CTC	Switchboard Op./Receptionist	0.29
CTC	Switchboard Op./Receptionist	0.20
District Attorney	Special Drug Task Force Attorney	1.00
Human Resources	Benefits Manager	1.00
Human Resources	Human Resources Associate	1.00
Human Services	Account Clerk/Budget Counselor	1.00
Human Services	AODA Counselor	1.00
Human Services	AODA Counselor	1.00
Human Services	Children, Youth & Families Manager	1.00
Human Services	Clerk III (Cash Receipts)	1.00
Human Services	Clerk IV/Data Control	1.00
Human Services	Economic Support Specialist	1.00
Human Services	SW/CM (Adult Protective Services)	1.00
Human Services	SW/CM (CCOP)	1.00
Human Services	SW/CM (Child Protection)	1.00
Human Services	SW/CM (CLTS)	1.00
Human Services	SWCM	1.00
Library	Library Service Assistant	0.53
Library	Library Service Associate	0.53
Library	Shelver	0.24
NEW Zoo	Administrative Secretary	1.00
PALS	Planner I/Transportation/GIS	1.00
Public Safety Comm.	Emergency Management Director	1.00
Public Works - Facilities	Housekeeper	1.00
Public Works - Facilities	Housekeeper	1.00
Public Works - Facilities	Housekeeper	0.50
Public Works - Highway	Highway Crew	1.00
Public Works - Highway	Sign Crew	1.00
Public Works - Highway	Sign Crew	1.00
Register of Deeds	Vital Records Specialist	0.70
Sheriff's	Correctional Officer	1.00
Sheriff's	Correctional Officer	1.00
Sheriff's	Correctional Officer	1.00
Sheriff's	Correctional Officer	1.00
Sheriff's	Correctional Officer	1.00
Sheriff's	Correctional Officer	1.00
Sheriff's	Patrol Officer	1.00
Sheriff's	Patrol Officer	1.00
Sheriff's	Patrol Officer	1.00
Sheriff's	Patrol Officer	1.00
Sheriff's	Patrol Officer	1.00
Technology Services	Enterprise System Analyst I	1.00
Technology Services	Enterprise System Analyst II	1.00

August 17, 2016

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**RESOLUTION TO APPROVE A JURISDICTIONAL TRANSFER AGREEMENT
BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION AND BROWN
COUNTY FOR CTH Y AS PART OF THE STH 29/STH 156 INTERSECTION
IMPROVEMENT PROJECT**

WHEREAS, in 2017, the Wisconsin Department of Transportation (“State”) is planning to complete an improvement project along State Trunk Highway (“STH”) 29 in the Town of Maple Grove, Shawano County and Town of Pittsfield, Brown County (State Project #1058-25-70 hereinafter referred to as “Project”) for the good of the traveling public; and

WHEREAS, as part of said Project, the State intends to close the existing intersection of STH 29, STH 156, & St. Augustine Road and reroute STH 156; and

WHEREAS, the rerouting of STH 156 will alter the State and Brown County Highway Systems, the changes of which have been cooperatively reviewed and agreed upon by the State and the County’s Public Works Department as being in the best interest of the traveling public; and

WHEREAS, upon completion of the improvement project, that 0.43-miles of CTH Y, from Old 29 Drive to the interchange of STH 29, be transferred to the State of Wisconsin and become part of the State Highway System, as an extension of STH 156; and

WHEREAS, per Wis. Stat., § 84.02(8), the State may make additions or deletions to the State Trunk Highway System by entering into a jurisdictional transfer agreement with any local unit of government; provided, the agreement is approved by the State and the governing body of

said unit in advance thereof; and

NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors that it hereby approves the Jurisdictional Transfer Agreement attached hereto and authorizes the appropriate County officials to execute said Agreement on behalf of Brown County.

Respectfully submitted,

PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

Approved By:

COUNTY EXECUTIVE

Date Signed: _____

Final Draft Approved by Corporation Counsel's Office

Fiscal Note: This resolution does not require an appropriation from the General Fund.

PUBLIC WORKS DEPARTMENT

Brown County

2198 GLENDALE AVENUE
GREEN BAY, WI 54303

PHONE (920) 492-4925 FAX (920) 434-4576
EMAIL: bc_highway@co.brown.wi.us

PAUL A. FONTECCHIO, P.E.
DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: July 19, 2016

REQUEST TO: Planning, Development & Transportation Committee

MEETING DATE: July 25, 2016

REQUEST FROM: Paul Fontecchio, P.E.
Public Works Director

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: Resolution to Approve a Jurisdictional Transfer Agreement Between the Wisconsin Department of Transportation and Brown County for the STH 29 / STH 156 Intersection Improvement Project

ISSUE/BACKGROUND INFORMATION:

In 2017, the State is planning to complete an improvement project along STH 29. As part of this improvement project, the State plans to close the existing intersection of STH 29 / STH 156 and reroute STH 156. Existing CTH Y from Old Wisconsin 29 to STH 29 will become STH 156. Both the County and State have reviewed the jurisdictional transfer and agree to it.

ACTION REQUESTED:

Approval of the resolution.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☐ Yes ☒ No
 - a. If yes, what is the amount of the impact? \$ _____
 - b. If part of a bigger project, what is the total amount of the project? \$ _____
 - c. Is it currently budgeted? ☐ Yes ☐ No
 1. If yes, in which account? _____
 2. If no, how will the impact be funded? _____

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

PUBLIC WORKS DEPARTMENT



2198 GLENDALE AVENUE
GREEN BAY, WI 54303

PHONE (920) 662-2160 FAX (920) 434-4576
EMAIL: bc_highway@co.brown.wi.us

PAUL FONTECCHIO
DIRECTOR

Meeting: Planning, Development & Transportation Committee
Meeting Date: 7/25/16
Public Works Report

REPORT TO: PD&T Committee Members
Bernie Erickson, Chair
Dave Kaster, Vice Chair
Dave Landwehr
Norb Dantine
Tom Sieber

REPORT FROM: Paul Fontecchio
Public Works Director

AGENDA ITEM: Bid Recommendation and Approval for Bid Project #2079 – Northern
Building Boiler Replacement

RECOMMENDATION: Four (4) contractor bids were received on July 12, 2016, for the project.

At this time, Public Works Facility Management is recommending to award
the bid to Mechanical Technologies in the amount of \$69,192.00

FISCAL IMPACT: \$69,192.00

ADDITIONAL INFORMATION: Attached Bid Tabulation Results

We had savings from our Northern Building Hot Water Heater project. When we went out for bids for the Northern Building Boilers we have the opportunity to get two for almost the amount we budgeted for one. We would like to move the savings from the Hot Water Heater to use toward this so that we can take advantage of the pricing and get two (2) rather than just one (1) that was budgeted. Two (2) are needed.



Tabulation Record / Intent to Award Documentation

305 E. Walnut Street, Green Bay, WI 54305 Phone: (920) 448-4040 Fax: (920) 440-4036
 Web: www.co.brown.wi.us

Project Number: 2079	
Project Name: Replace Boiler at Northern Building	
Type of Project (RFB, RFP, RFQ): RFB	
Purchasing Representative: Date DeNamur	
Due Date: July 12, 2016	Location: Brown County Clerk's Office
Opening Date: July 12, 2016	Location: Northern Building, 2nd Floor, Room 201

CONTRACTOR	CITY, STATE	BASE BID	Addenda Acknowledged?				Intent To Award
			ADD 1 - Site Visit List	ADD 2 - Q&A			
1 Tweet/Garot	Green Bay, WI	\$ 135,600.00	Yes	Yes			
2 Johnson & Jonet	Green Bay, WI	\$ 99,990.00	Yes	Yes			
3 Mechanical Technologies	Green Bay, WI	\$ 69,192.00	Yes	Yes			
4 Hurckman Mechanical	Green Bay, WI	\$ 120,500.00	Yes	Yes			

16-69

BUDGET ADJUSTMENT REQUEST

Category	Approval Level
<input type="checkbox"/> 1 Reallocation from one account to another in the same level of appropriation	Dept Head
<input type="checkbox"/> 2 Reallocation due to a technical correction that could include: <ul style="list-style-type: none"> • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year 	Director of Admin
<input type="checkbox"/> 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
<input type="checkbox"/> 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)	County Exec
<input type="checkbox"/> 5 a) Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)	Admin Committee
<input type="checkbox"/> 5 b) Reallocation of <u>more than 10%</u> of the funds original appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
<input type="checkbox"/> 6 Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
<input type="checkbox"/> 7 Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board
<input checked="" type="checkbox"/> 8 Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
<input type="checkbox"/> 9 Any allocation from the County's General Fund	Oversight Comm Admin Committee 2/3 County Board

Justification for Budget Change:


In the Department's effort to convert the County Highway Bridge Aid account to be more in line with how the State had intended it to be set up a notice was sent out with the 2017 Petitions for bridge aid that they could request their portion of the fund balance to be sent back to them so their account could be converted over to just being Brown County Funds as the Statute was intended. Since refunding these balances was not budgeted to be done these funds currently reside in the accounts Fund balance. This budget adjustment is to move the amount of the funds requested to be refunded to the current 2016 budget amount. A detailed list of the amounts requested by each municipality is attached as well as the current Bridge Aid Account Statement as of the end of June 2016. These funds are the Municipality's funds, not Brown County's Funds. Brown County was just holding these funds for future Bridge expenses.

Budget Impact: \$1,139,764.50

Increase	Decrease	Account #	Account Title	Amount
<input type="checkbox"/>	<input checked="" type="checkbox"/>	240.3200.300	Reserved County Aid Bridge Fund	\$1,139,764.50
<input checked="" type="checkbox"/>	<input type="checkbox"/>	240.044 080.5000.550	Bridge Aid Municipality Expense	\$1,139,764.50
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			


 Signature of Department Head
 Department: Public Works
 Date: 7/19/16

AUTHORIZATIONS


 Signature of DOA or Executive
 Date: 7/17/16

Municipality Requests For Their Bridge Aid Balances

Municipality	Amount Requested
Town of Glenmore	\$85,410.02
Town of Lawrence	\$24,206.58
Town of Ledgeview	\$86,063.23
Town of Morrison	\$10,878.61
Town of New Denmark	\$59,031.91
Town of Rockland	\$38,231.68
Town of Wrightstown	\$373,181.23
Village of Ashwaubenon	\$127,604.44
Village of Bellevue	\$139,665.74
Village of Suamico	\$195,491.06
Total Refunded	\$1,139,764.50

**BROWN COUNTY PUBLIC WORKS
COUNTY AID BRIDGE FUND THROUGH
June 30, 2016**

TOWNS		Balance 1/1/2016	County Levy	District Appropriation	Total Available	2016 County Expenses	2016 District Expenses	Balance 6/30/2016
Eaton	Eaton - Brown County Funds	32,261.69	30,000.00		62,261.69			62,261.69
	Eaton - District @ BC	32,261.71			32,261.71			32,261.71
	Eaton - District @ District	-		30,000.00	30,000.00			30,000.00
	Total Available Eaton				124,523.40			124,523.40
Glenmore	Glenmore - Brown County Funds	85,410.02			85,410.02			85,410.02
	Glenmore - District @ BC	85,410.02		(85,410.02)	-			-
	Glenmore - District @ District	-			-			-
	Total Available Glenmore				85,410.02			85,410.02
Green Bay	Green Bay - Brown County Funds	77,505.82			77,505.82			77,505.82
	Green Bay - District @ BC	77,505.82			77,505.82			77,505.82
	Green Bay - District @ District	-			-			-
	Total Available T. Green Bay				155,011.64			155,011.64
Holland	Holland - Brown County Funds	65,178.65			65,178.65			65,178.65
	Holland - District @ BC	65,178.66			65,178.66			65,178.66
	Holland - District @ District	-			-			-
	Total Available Holland				130,357.31			130,357.31
Humboldt	Humboldt - Brown County Funds	15,789.10			15,789.10			15,789.10
	Humboldt - District @ BC	15,789.10			15,789.10			15,789.10
	Humboldt - District @ District	-			-			-
	Total Available Humboldt				31,578.20			31,578.20
Lawrence	Lawrence - Brown County Funds	84,325.77	35,000.00		119,325.77	60,119.19		59,206.58
	Lawrence - District @ BC	84,325.77		(24,206.58)	60,119.19		60,119.19	-
	Lawrence - District @ District	-		35,000.00	35,000.00			35,000.00
	Total Available Lawrence				214,444.96			94,206.58
Ledgeview	Ledgeview - Brown County Funds	86,063.22			86,063.22			86,063.22
	Ledgeview - District @ BC	86,063.23		(86,063.23)	-			-
	Ledgeview - District @ District	-			-			-
	Total Available Ledgeview				86,063.22			86,063.22
Morrison	Morrison - Brown County Funds	10,878.61			10,878.61	0.01		10,878.60
	Morrison - District @ BC	10,878.60		(10,878.61)	(0.01)		(0.01)	0.00
	Morrison - District @ District	-			-			-
	Total Available Morrison				10,878.60			10,878.60
New Denmark	New Denmark - Brown county Funds	59,031.89	5,000.00		64,031.89			64,031.89
	New Denmark - District @ BC	59,031.91		(59,031.91)	-			-
	New Denmark - District @ District	-		5,000.00	5,000.00			5,000.00
	Total Available New Denmark				69,031.89			69,031.89
Pittsfield	Pittsfield - Brown County Funds	25,327.68	20,000.00		45,327.68	15,029.47		30,298.21
	Pittsfield - District @ BC	25,327.69			25,327.69		15,029.47	10,298.22
	Pittsfield - District @ District	-		20,000.00	20,000.00			20,000.00
	Total Available Pittsfield				90,655.37			60,596.43
Rockland	Rockland - Brown County Funds	38,231.67			38,231.67			38,231.67
	Rockland - District @ BC	38,231.68		(38,231.68)	-			-
	Rockland - District @ District	-			-			-
	Total Available Rockland				38,231.67			38,231.67
Scott	Scott - Brown County Funds	11,771.80	30,000.00		41,771.80	48,223.32		(6,451.52)
	Scott - District @ BC	11,771.80			11,771.80		11,771.80	-
	Scott - District @ District	-		30,000.00	30,000.00		30,000.00	-
	Total Available Scott				83,543.60			(6,451.52)
Wrightstown	Wrightstown - Brown County Funds	373,181.23			373,181.23			373,181.23
	Wrightstown - District @ BC	373,181.23		(373,181.23)	-			-
	Wrightstown - District @ District	-			-			-
	Total Available Wrightstown				373,181.23			373,181.23

**BROWN COUNTY PUBLIC WORKS
COUNTY AID BRIDGE FUND THROUGH
June 30, 2016**

Balance 1/1/2016	County Levy	District Appropriation	Total Available	2016 County Expenses	2016 District Expenses	Balance 6/30/2016
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VILLAGES

Ashwaubenon						
Ashwaubenon - Brown County Funds	127,604.43		127,604.43			127,604.43
Ashwaubenon - District @ BC	127,604.44	(127,604.44)	-			-
Ashwaubenon - District @ District	-		-			-
Total Available Ashwaubenon			127,604.43			127,604.43
Bellevue						
Bellevue - Brown County Funds	139,665.73		139,665.73			139,665.73
Bellevue - District @ BC	139,665.74	(139,665.74)	-			-
Bellevue - District @ District	-		-			-
Total Available Bellevue			139,665.73			139,665.73
Howard						
Howard - Brown County Funds	220,245.63		220,245.63			220,245.63
Howard - District @ BC	220,245.63		220,245.63			220,245.63
Howard - District @ District	-		-			-
Total Available Howard			440,491.26			440,491.26
Hobart						
Hobart - Brown County Funds	(82.52)	25,000.00	24,917.48			24,917.48
Hobart - District @ BC	(82.52)		(82.52)			(82.52)
Hobart - District @ District	-	25,000.00	25,000.00			25,000.00
Total Available Hobart			49,834.96			49,834.96
Suamico						
Suamico - Brown County Funds	195,491.06		195,491.06	3,371.59		192,119.47
Suamico - District @ BC	195,491.06	(195,491.06)	-			-
Suamico - District @ District	-		-			-
Total Available Suamico			195,491.06			192,119.47
Totals - Towns	1,929,914.37	120,000.00	120,000.00	1,492,911.11	123,371.99	116,920.45
Totals - Villages	1,365,848.68	25,000.00	25,000.00	953,087.44	3,371.59	-

FUNDS RETURNED TO MUNICIPALITIES

(1,139,764.50) 1,139,764.50

GRAND TOTALS

3,295,763.05	145,000.00	145,000.00	2,445,998.55	126,743.58	116,920.45	2,202,334.52
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LESS MUNICIPAL FUNDS @ MUNICIPALITY (30,000.00)

A. BRIDGE AID EXPENSE BROWN COUNTY 213,664.03

August 17, 2016

**ORDINANCE CREATING SECTION 6.14 OF CHAPTER 6
OF THE BROWN COUNTY CODE ENTITLED
"COUNTY TRUNK HIGHWAY MAINTENANCE AND IMPROVEMENTS"**

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Section 6.14 of Chapter 6 of the Brown County Code regarding County Trunk Highway Maintenance and Improvements is created as follows:

6.14 County Trunk Highway Maintenance and Improvements. The Public Works Department shall maintain the county trunk highway system in accordance with Section 83.025(2) of the Wisconsin Statutes. The Public Works Department shall improve the applicable portions of the county trunk highway system in accordance with Section 83.05 of the Wisconsin Statutes. Per Section 83.05(3) of the Wisconsin Statutes, the provisions of Section 83.05(1) & (2) shall apply to urban or proposed urban areas of villages and towns in that such villages and towns shall improve streets subject hereto in the manner provided generally for making street improvements unless, as mutually agreed upon by said municipality and the Brown County Highway Commissioner, the Public Works Department agrees to perform the work, either in whole or in part, or to let the contract for construction.

Section 2 - This Ordinance shall become effective upon passage and publication pursuant to law.

Respectfully submitted,

PLANNING, DEVELOPMENT &
TRANSPORTATION COMMITTEE

Approved By:

COUNTY EXECUTIVE (Date)

COUNTY CLERK (Date)

COUNTY BOARD CHAIR (Date)

Final Draft Approved by Corporation Counsel

Fiscal Impact: This ordinance does not require an appropriation from the General Fund, and will have no fiscal affect in 2016. The ordinance is projected to reduce debt service payments in the future.

PUBLIC WORKS DEPARTMENT

Brown County

2198 GLENDALE AVENUE
GREEN BAY, WI 54303

PHONE (920) 492-4925 FAX (920) 434-4576
EMAIL: bc_highway@co.brown.wi.us

PAUL A. FONTECCHIO, P.E.
DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: June 24, 2016
REQUEST TO: Planning, Development & Transportation Committee
MEETING DATE: June 27, 2016
REQUEST FROM: Paul Fontecchio, P.E.
PD&T Committee

REQUEST TYPE: ☐ New resolution ☐ Revision to resolution
☒ New ordinance ☐ Revision to ordinance

TITLE: **6.14 County Trunk Highway Maintenance and Improvements.**

ISSUE/BACKGROUND INFORMATION:

Based on past practice, Brown County has utilized a project based municipal agreement when an "improvement" project is to be performed in cities, villages, and in urban areas of towns. The costs for most items were shared 50/50 between the municipality and the county with the county administering the project from design through construction. To our knowledge this municipal agreement has never been formally adopted by the County Board.

After receiving training from von Briesen in early May 2016, it came to our attention that we are not following Wis. Stat. §83.05, especially with the cities in regards to improvement projects. This section of state law specifically says that cities determine the roadway width, type of improvement, and all other features of construction. It also states that "Unless specifically authorized by the county, the payment by the county shall not exceed the cost of 22 feet of the width of the pavement, as well as a portion of the costs of grading, draining, and appertaining structures." Without county board approval, we cannot cost share 50/50 with a city at this time.

ACTION REQUESTED:

Approval of the proposed ordinance.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☐ Yes ☒ No
 - a. If yes, what is the amount of the impact? *See Note Below.
 - b. If part of a bigger project, what is the total amount of the project? \$ _____
 - c. Is it currently budgeted? ☐ Yes ☐ No N/A
 1. If yes, in which account? _____
 2. If no, how will the impact be funded? _____

***Note:** This ordinance does not require an appropriation from the General Fund, and will have no fiscal affect in 2016. The ordinance is projected to reduce debt service payments in the future. For example, current practice is to split the cost of a reconstruction project 50/50 with a municipality. So for a 1.0 mile long road that would cost a total of \$2,000,000 to reconstruct from a rural roadway to an urban roadway the municipality would pay \$1,000,000 and the county would pay \$1,000,000. With the new ordinance the county would pay a set cost per linear foot based on the cost of a county reconditioning project, which for 2016 would be \$68 per linear foot or in this example \$359,040 (\$68x5,280'). The municipality would pay the remainder of the total project cost.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

August 17, 2016

**AN ORDINANCE TO AMEND SECTION 4.57 OF THE BROWN COUNTY CODE
OF ORDINANCES ENTITLED "POLICY"**

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF BROWN DOES
ORDAIN AS FOLLOWS:

Section 1 – Subsection (5) of Section 4.57 of the Brown County Code of Ordinances is hereby created to read as follows:

(5) Overtime Compensation for Non-Exempt Employees of the Airport & Highway Department. Non-exempt employees of the Airport and Highway Department shall receive one and one-half (1.5) times their regular hourly rate of pay for all hours worked outside the established workday and/or the established workweek set by the Department Head so long as consistent with governing law, including the Federal Fair Labor Standards Act and the state's wage and hour laws.

Section 2 – This Ordinance shall become effective upon passage and publication pursuant to law.

Respectfully submitted,
PLANNING, DEVELOPMENT &
TRANSPORTATION
-and-
EXECUTIVE COMMITTEE

COUNTY EXECUTIVE

Date Signed: _____

Final Draft Approved by Corporation Counsel

Fiscal Note:

PUBLIC WORKS DEPARTMENT

Brown County

2198 GLENDALE AVENUE
GREEN BAY, WI 54303

PHONE (920) 492-4925 FAX (920) 434-4576
EMAIL: bc_highway@co.brown.wi.us

PAUL A. FONTECCHIO, P.E.
DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: July 19, 2016
REQUEST TO: PD&T Committee
MEETING DATE: July 25, 2016
REQUEST FROM: Paul Fontecchio, P.E.
PD&T Committee

REQUEST TYPE: ☐ New resolution ☐ Revision to resolution
☒ New ordinance ☐ Revision to ordinance

TITLE: 4.57(5) Overtime Compensation for Highway Department Crew & Airport Crew.

ISSUE/BACKGROUND INFORMATION:

Per the request of the PD&T Committee at the June 27, 2016 meeting, this ordinance has been drafted for their consideration.

As discussed at the June 27, 2016 PD&T meeting, paying employees at the Highway Department and Airport for all hours worked outside the established workday and/or the established workweek will address some problems that are present with the current ordinance. First, it will allow for a more accurate billing, by billing overtime to accidents, snow plowing, or special events (like a race). The county can avoid billing overtime at the end of a workweek to the county or a municipality during normal work hours. Second, it would resolve the problem the employees have with not wanting to take time off or work extra hours on weeks with holidays or planned vacations as any extra hours worked don't count as overtime until 40 hours of work has been put in.

ACTION REQUESTED:

Approval of the proposed ordinance.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☒ Yes ☐ No

a. If yes, what is the amount of the impact?

- \$43,587.89 in additional cost (pay and fringe) per year for Public Works (based on 2015 data).
- \$43,927.23 in additional revenue per year for Public Works (based on 2015 data) with the following breakdown; \$14,624.62 charged to the Wisconsin DOT, \$11,066.79 charged to the County 240 fund, \$14,472.93 charged to capital projects

35a

(bond/levy), and \$3,762.90 charged to other sources – municipal, inter-department, private, etc.

- \$1,689.50 in additional cost (pay and fringe) per year for Airport (based on 2015 estimates) that would be charged to the Airport operating fund.

b. If part of a bigger project, what is the total amount of the project? \$ _____

c. Is it currently budgeted? ☐ Yes ☒ No

1. If yes, in which account? _____

2. If no, how will the impact be funded? See above under 1a.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

35a